

THE HONORABLE MARSHA J. PECHMAN

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

FRASER CONSTRUCTION COMPANY,  
INC.; SOUND RENOVATION LLC;  
KUHL'S CONTRACTING; PROCRAFT  
EXTERIORS INC.; and PK MORIN  
ENTERPRISES INC. dba ROOF LIFE OF  
OREGON, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

CEDAR SHAKE & SHINGLE BUREAU,  
a Washington nonprofit corporation;  
WALDUN FOREST PRODUCTS  
PARTNERSHIP dba THE WALDUN  
GROUP, a British Columbia partnership;  
WALDUN FOREST PRODUCTS, LTD, a  
British Columbia corporation; ANBROOK  
INDUSTRIES LTD, a British Columbia  
corporation; G&R CEDAR LTD., a British  
Columbia corporation; and G&R CEDAR  
(2009) Ltd., a British Columbia  
corporation,

Defendants.

CASE NO. 2:19-CV-451-MJP

**RESELLER INDIRECT  
PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED  
CLASS ACTION COMPLAINT**

**JURY DEMAND REQUESTED**

**RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - i**

LAW OFFICES OF  
McNAUL EBEL NAWROT & HELGREN PLLC  
600 University Street, Suite 2700  
Seattle, Washington 98101-3143  
(206) 467-1816

## TABLE OF CONTENTS

I.	NATURE OF THE ACTION .....	1
II.	JURISDICTION AND VENUE .....	5
III.	PARTIES .....	6
A.	Plaintiff .....	6
B.	Defendants .....	7
IV.	CO-CONSPIRATORS .....	10
V.	TRADE AND COMMERCE .....	19
VI.	FACTUAL ALLEGATIONS .....	26
A.	Relevant Products .....	26
B.	Industry Background.....	27
1.	CSSB and the Cert-Label Trademark .....	27
2.	The Domestic Cedar Shakes and Shingles Market .....	31
C.	The structure and characteristics of the cedar shakes and shingles market make the conspiracy economically plausible. ....	37
1.	The cedar shakes and shingles market is vertically integrated. ....	37
2.	Demand for cedar shakes and shingles is inelastic. ....	37
3.	Cedar shakes and shingles are commodity-like products. ....	38
4.	There are no significant substitutes for cedar shakes and shingles.....	38
5.	The cedar shakes and shingles market is highly concentrated.....	40
6.	The voting structure of the CSSB concentrates power in the hands of the largest manufacturers. ....	40
7.	Defendants had ample opportunity to conspire. ....	41
8.	High entry barriers exist in the cedar shakes and shingles market. ....	42
D.	The performance observed in the cedar shakes and shingles industry makes the conspiracy economically plausible. ....	43
1.	The prices of cedar shakes and shingles since at least 2011 cannot be explained by ordinary market forces.....	43

1	2.	Cedar shakes and shingles inventories significantly have increased in recent years compared to production levels.....	48
2	E.	Traditional conspiracy evidence demonstrates the conspiracy's existence. ....	49
3	VII.	CLASS ACTION ALLEGATIONS .....	53
4	VIII.	ANTITRUST INJURY .....	59
5	IX.	FRAUDULENT CONCEALMENT AND TOLLING .....	60
6	X.	CLAIMS FOR RELIEF .....	61
7	A.	Claims Under Federal Law .....	61
8	1.	Violation of Section 1 of the Sherman Act .....	61
9	B.	State Law Antitrust Claims .....	63
10	1.	Violation of Arizona's Uniform State Antitrust Act (Arizona Revised Statutes §§ 44-1401, <i>et seq.</i> ) on behalf of the Arizona Class .....	63
12	2.	Violation of California's Cartwright Act (Cal. Bus. & Prof. Code § 1600, <i>et seq.</i> ) on behalf of the California Class.....	64
13	3.	Violation of the Colorado Revised Statutes §§ 6-4-101, <i>et seq.</i> on behalf of the Colorado Class. ....	66
14	4.	Violation of the District of Columbia Antitrust Act (D.C. Code § 28-4501, <i>et seq.</i> ) on behalf of the District of Columbia Class.....	67
15	5.	Violation of the Illinois Antitrust Act (740 §§ ILCS 10/1, <i>et seq.</i> ) on behalf of the Illinois Class .....	68
16	6.	Violation of Iowa Competition Law (Iowa Code §§ 553.1, <i>et seq.</i> ) on behalf of the Iowa Class.....	69
17	7.	Violation of the Kansas Restraint of Trade Act (Kan. Stat. Ann. §§ 50-112, <i>et seq.</i> ) on behalf of the Kansas Class.....	70
18	8.	Violation of Maine's Antitrust Statute (Me. Rev. Stat. Ann. Tit. 10, § 1101, <i>et seq.</i> ) on behalf of the Maine Class.....	71
19	9.	Violation of the Michigan Antitrust Reform Act (Mich. Comp. Laws §§ 445.771, <i>et seq.</i> ) on behalf of the Michigan Class.....	72
20	10.	Violation of Minnesota Antitrust Law (Minn. Stat. §§ 325D.49, <i>et seq.</i> ) on behalf of the Minnesota Class.....	73
21	11.	Violation of the Mississippi Antitrust Statute (Miss. Code Ann. § 74-21-1, <i>et seq.</i> ) on behalf of the Mississippi Class.....	74

1	12.	Violation of the Missouri Merchandising Practices Act (Mo. Stat. § 407.010, <i>et seq.</i> ) on behalf of the Missouri Class.....	75
2	13.	Violation of the Nebraska Junkin Act (Neb. Rev. Stat. § 59-801, <i>et seq.</i> ) on behalf of the Nebraska Class.....	76
3	14.	Violations of the Nevada Unfair Trade Practices Act (Nev. Rev. Stat § 598A.030(1)) on behalf of the Nevada Class.....	77
4	15.	Violation of New Hampshire's Antitrust Statute (N.H. Rev. Stat. Ann. §§ 356, <i>et seq.</i> ) on behalf of the New Hampshire Class .....	78
5	16.	Violation of the New Mexico Antitrust Act (N.M. Stat. Ann. §§ 57-1-1, <i>et seq.</i> ) on behalf of the New Mexico Class. ....	79
6	17.	Violation of New York General Business Laws §§ 340, <i>et seq.</i> , on behalf of the New York Class .....	79
7	18.	Violation of the North Carolina General Statutes §§ 75-1, <i>et seq.</i> , on behalf of the North Carolina Class.....	80
8	19.	Violation of the North Dakota Uniform State Antitrust Act (N.D. Cent. Code §§ 51-08.1, <i>et seq.</i> ) on behalf of the North Dakota Class .....	81
9	20.	Violation of the Oregon Antitrust Law (Or. Rev. Stat §§ 646.705, <i>et seq.</i> ) on behalf of the Oregon Class.....	81
10	21.	Violation of the Rhode Island Antitrust Act (R.I. Gen. Laws §§ 6-36-1, <i>et seq.</i> ) on behalf of the Rhode Island Class.....	82
11	22.	Violation of the South Dakota Antitrust Statute (S.D. Codified Laws §§ 37-1, <i>et seq.</i> ) on behalf of the South Dakota Class.....	83
12	23.	Violation of the Tennessee Trade Practices Act (Tenn. Code §§ 47-25-101, <i>et seq.</i> ) on behalf of the Tennessee Class.....	84
13	24.	Violation of the Utah Antitrust Act (Utah Code Ann. § 76-10-3101, <i>et seq.</i> ) on behalf of the Utah Class.....	86
14	25.	Violation of the West Virginia Antitrust Act (W. Va. Code § 47-18-1, <i>et seq.</i> ) on behalf of the West Virginia Class .....	86
15	26.	Violation of the Wisconsin Antitrust Act (Wis. Stat. §§ 133.01, <i>et seq.</i> ) on behalf of the Wisconsin Class.....	87
16	C.	Violations of State Consumer Protection Law.....	88
17	1.	Violation of Alaska Statute § 45.50.471, <i>et seq.</i> , on behalf of the Alaska Class.....	88
18	2.	Violation of the Colorado Consumer Protection Act (Colo. Rev. Stat. §§ 6-1-101, <i>et seq.</i> ) on behalf of the Colorado Class.....	89

3.	Violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, <i>et seq.</i> ) (“UCL”) on behalf of the Colorado Class .....	90
4.	Violation of Delaware’s Consumer Fraud Act (6 Del. Code §§ 2511, <i>et seq.</i> ) on behalf of the Delaware Class .....	92
5.	Violation of the District of Columbia Consumer Protection Procedures Act (D.C. Code § 28-3901, <i>et seq.</i> ) on behalf of the District of Columbia Class .....	93
6.	Violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201(2), <i>et seq.</i> ) on behalf of the Florida Class .....	94
7.	Violation of the Hawaii Revised Statutes Annotated §§ 480-1, <i>et seq.</i> , on behalf of the Hawaii Class .....	96
8.	Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (Ill. Comp. Stat. Ann. 815 Ill. Comp. Stat. Ann. 505/10a, <i>et seq.</i> ) on behalf of the Illinois Class .....	96
9.	Violation of the Massachusetts Consumer Protection Act (Mass. Gen. Laws Ch. 93A § 1, <i>et seq.</i> ) on behalf of the Massachusetts Class .....	97
10.	Violation of the Michigan Consumer Protection Act (Mich. Comp. Laws Ann. §§ 445.901, <i>et seq.</i> ) on behalf of the Michigan Class .....	98
11.	Violation of the Minnesota Consumer Fraud Act (Minn. Stat. § 235F.68, <i>et seq.</i> ) on behalf of the Minnesota Class .....	99
12.	Violation of the Montana Unfair Trade Practices and Consumer Protection Act of 1970 (Mont. Code §§ 30-14-103, <i>et seq.</i> ) on behalf of the Montana Class .....	100
13.	Violation of the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1602) on behalf of the Nebraska Class .....	101
14.	Violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat § 598.0903, <i>et seq.</i> ) on behalf of the Nevada Class .....	102
15.	Violation of the New Hampshire Consumer Protection Act (N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, <i>et seq.</i> ) on behalf of the New Hampshire Class .....	103
16.	Violation of the New Mexico Unfair Practices Act (N.M. Stat. Ann. §§ 57-12-3, <i>et seq.</i> ) on behalf of the New Mexico Class .....	104
17.	Violation of the North Carolina Unfair Trade and Business Practices Act (N.C. Gen. Stat. § 75-1.1, <i>et seq.</i> ) on behalf of the North Carolina Class .....	105
18.	Violation of the North Dakota Unfair Trade Practices Law (N.D. Cent. Code § 51-10-01, <i>et seq.</i> ) on behalf of the North Dakota Class .....	106

1	19.	Violation of the Oregon Unlawful Trade Practices Act (Or. Rev. Stat. § 646.608, <i>et seq.</i> ) on behalf of the Oregon Class .....	107
2	20.	Violation of the Rhode Island Deceptive Trade Practices Act (R.I. Gen. Laws § 6-13.1-1, <i>et seq.</i> ) on behalf of the Rhode Island Class.....	108
3	21.	Violation of South Carolina’s Unfair Trade Practices Act (S.C. Code Ann. §§ 39-5-10) on behalf of the South Carolina Class.....	109
4	22.	Violation of South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws § 37-24-6) on behalf of the South Dakota Class .....	110
5	23.	Violation of the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, <i>et seq.</i> ) on behalf of the Utah Class.....	111
6	24.	Violation of the Utah Unfair Practices Act (Utah Code Ann. §§ 13-5-1, <i>et seq.</i> ) on behalf of the Utah Class .....	112
7	25.	Violation of Vermont Stat. Ann. 9 § 2453, <i>et seq.</i> on behalf of the Vermont Class .....	113
8	26.	Violation of the Virginia Consumer Protection Act of 1997 Va. Code § 59.1-196, <i>et seq.</i> on behalf of the Virginia Class .....	114
9	D.	Unjust Enrichment .....	115
10	XII.	JURY TRIAL DEMANDED .....	117
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

1           Plaintiffs Sound Renovation LLC, Fraser Construction Company, Inc., Kuhl's  
 2 Contracting, ProCraft Exteriors Inc., and PK Morin Enterprises Inc. dba Roof Life of Oregon  
 3 (collectively, "Plaintiffs") bring this action on behalf of themselves and on behalf of numerous  
 4 State damages classes (defined below) and a nationwide injunctive relief class (collectively, the  
 5 "Classes") consisting of all individuals and entities in the United States that indirectly purchased  
 6 Certi-Label trademark cedar shakes and shingles for resale that were manufactured by a  
 7 Manufacturer Defendant or co-conspirator named in this complaint from at least as early as  
 8 January 1, 2011 through the present ("Class Period").

## 9           **I. NATURE OF THE ACTION**

10           1. This is an antitrust conspiracy case involving cedar shakes and shingles bearing  
 12 the Certi-Label trademark. Cedar shakes are rustic-looking roof shingles split by hand. They  
 13 have a relatively rough appearance and are almost always used for roofing. Cedar shingles, on  
 14 the other hand, are uniformly sawn by machine for a consistent look and thickness. They are  
 15 used for both sidewalls and roofing applications.

16           2. Three Defendants—Defendant Anbrook Industries Ltd. ("Anbrook"), Defendants  
 17 Waldun Forest Products Partnership dba The Waldun Group and Waldun Forest Products Ltd.  
 18 (collectively, "Waldun"), and Defendants G&R Cedar Ltd. and G&R Cedar (2009) Ltd.  
 19 (collectively, "G&R") (collectively, "Manufacturer Defendants")—as well as other non-  
 20 defendant co-conspirator manufacturers produce Certi-Label cedar shakes and shingles and sell  
 21 them to direct purchasers, which predominantly if not exclusively consist of wholesalers. Those  
 22 direct purchasers then sell these Certi-Label cedar shakes and shingles to indirect purchasers  
 23 who, in turn, resell them to other entities like contractors and end users. Plaintiffs are indirect  
 24 purchasers who resell Certi-Label cedar shakes and shingles to other entities and individuals  
 25 further down the distribution chain.

26           3. The remaining Defendant, the Cedar Shake & Shingle Bureau ("CSSB"), is the  
 27 main trade association serving the cedar shake and shingle industry in North America. The CSSB  
 28



controls the “Certi-Label” trademark placed on cedar shakes and shingles, including the Certigrade, Certi-Sawn, and Certi-Split trademark labels. CSSB Certi-Label products account for about 95% of the high-end cedar shake and shingle products sold in the United States. Each of the Manufacturer Defendants, as well as several other co-conspirator manufacturers, sit on the CSSB’s Board of Directors. During the Class Period, Manufacturer Defendants and their co-conspirator manufacturers regularly attended in-person meetings held by the CSSB.

4. This action arises out of a conspiracy orchestrated by Defendants to fix, increase, maintain, or stabilize the price of Certi-Label cedar shakes and shingles and reduce price competition among Certi-Label cedar shake and shingle manufacturers in violation of federal antitrust law as well as the antitrust, consumer protection, and unjust enrichment laws of numerous states. Defendants’ conspiracy began at least as early as January 1, 2011 and continues through today.

5. Although Plaintiffs have not yet had the opportunity to obtain any discovery from Defendants, Plaintiffs already can allege numerous highly-detailed facts that demonstrate the existence, let alone plausibility, of the alleged conspiracy.

6. On numerous occasions throughout the Class Period, senior high-ranking personnel employed by Manufacturer Defendants, including Waldun’s Curtis Walker, Anbrook’s Brooke Meeker, and G&R Cedar’s Stuart Dziedzic, expressly discussed and agreed on pricing levels to charge purchasers, including in person and over the telephone.

7. For example, in late 2018, Waldun’s Mr. Walker paid a visit to co-conspirator Watkins Sawmills Ltd. (“Watkins”). During this meeting, Mr. Walker told Kris Watkins, Chief of Operations of Watkins, that “Waldun Forest Products never dropped their pricing” and that all CSSB-affiliated manufacturers should keep their prices at consistent levels. When Mr. Watkins noted that an emerging competitor, S&W Forest Products Ltd. (“S&W”), discounted its prices during months of lowered demand, Mr. Walker responded, “Yeah, well we just need to get rid of that guy.”



1           8.       In addition, Manufacturer Defendants have concentrated their power in the  
2       CSSB, partly due to the consolidation of the shake and shingle industry, and partly due to the  
3       voting structure of the CSSB, which weighs votes based on each manufacturer member's annual  
4       cedar shake and shingle production.

5           9.       Through this consolidation of power over the CSSB, Manufacturer Defendants  
6       have used their weighted voting power to terminate the membership of CSSB members who do  
7       not follow the price leadership of the Manufacturer Defendants. The Manufacturer Defendants  
8       disallowed low-cost competitors from obtaining Certi-Label approval, regardless of the quality  
9       of their work. These low-cost competitors' inability to use the Certi-Label trademark has  
10      prevented them from pricing their products at a level that would permit them to stay in business,  
12      as the raw material costs for these products are set based on competitive auctions, and this price  
13      premium restricts the ability of non-CSSB manufacturers to obtain raw materials on  
14      commercially viable terms. Accordingly, low-cost competitors effectively have been eliminated  
15      from the Certi-Label cedar shake and shingles market.

16          10.      One such recently terminated manufacturer is S&W. Defendants conspired to and  
17      did terminate the CSSB membership of S&W in late 2018 based on a pretextual reason that was  
18      both false and not applied to other manufacturers that did not undercut Manufacturer Defendants  
19      on price. S&W recently filed a lawsuit in this Court challenging the termination of its CSSB  
20      membership, and it has temporarily had its membership reinstated by the Court pending a final  
21      decision on the merits.

22          11.      In addition to helping the Manufacturer Defendants and their co-conspirators  
23      remove low-cost competitors from the Certi-Label cedar shake and shingles market, the CSSB,  
24      under the control of the Manufacturer Defendants, also has enacted policies aimed at further  
25      eliminating competition among and between the CSSB member manufacturers. For example, the  
26      CSSB by-laws contain an "All or Nothing" rule, which requires all CSSB members to produce  
27      and sell **only** Certi-Label cedar shakes and shingles. This rule was intended to eliminate, and has  
28

1 the actual impact of eliminating, price competition among CSSB manufacturers. The “All or  
2 Nothing” rule therefore helps to ensure that Certi-Label cedar shakes and shingles continue to be  
3 sold at higher, supra-competitive prices. This rule has no competitive purpose.

4 12. Due to the Manufacturer Defendants’ success in consolidating their power in the  
5 CSSB and eliminating price discounters from the trade association (and also eliminating their  
6 ability so secure the necessary raw materials), the other manufacturer members of the CSSB,  
7 who normally would compete with the Manufacturer Defendants on the basis of price, agreed to  
8 join the price-fixing conspiracy. These non-party conspirators joined the conspiracy because they  
9 feared they would face the same fate as other CSSB price discounters before them: expulsion  
10 from the association and the significant loss of revenue that would entail.

12 13. Plaintiffs do not rely only on traditional conspiracy evidence of the type noted  
13 above. The structure and characteristics of the cedar shakes and shingles market, in addition to its  
14 performance (*i.e.*, pricing), also demonstrates the plausibility of the alleged conspiracy.

15 14. The following industry characteristics, which are seen in many industries  
16 victimized by price-fixing, render the existence of the alleged conspiracy plausible: the industry  
17 is highly vertically integrated; product demand is inelastic; the products are commodity-like;  
18 there are no good substitute products; the market is highly concentrated; barriers to enter the  
19 market are high; and there is ample opportunity to conspire.

20 15. Plaintiffs also have conducted a thorough economic analysis of pricing in the  
21 industry with the assistance of an experienced economics consulting firm. This analysis, which is  
22 discussed and illustrated in several charts below, demonstrates that the price of Certi-Label cedar  
23 shake and shingles sold in the United States has increased substantially since January 1, 2011  
24 and that these price increases cannot be explained by normal market forces such as raw material  
25 costs or supply and demand.

26 16. Defendants’ anticompetitive actions had the intended purpose and effect of  
27 artificially fixing, raising, maintaining, and stabilizing the price of cedar shakes and shingles to  
28

1 Plaintiffs and other members of the Classes in the United States.

2 17. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the  
3 Classes paid artificially inflated prices for cedar shakes and shingles. These prices exceeded the  
4 amount they would have paid for cedar shakes and shingles if the price had been set by a  
5 competitive, collusion-free market. Accordingly, Plaintiffs and other members of the Classes  
6 suffered an antitrust injury as a result of Defendants' conduct.

## 7 **II. JURISDICTION AND VENUE**

8 18. Plaintiffs bring this action under Section 16 of the Clayton Act (15 U.S.C. § 26) to  
9 secure injunctive relief against Defendants for violating Section 1 of the Sherman Act (15 U.S.C.  
10 § 1). This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1337, and Sections 4  
11 and 16 of the Clayton Act, 15 U.S.C. §§ 15(a) and 26.

12 19. Plaintiffs assert claims for actual and exemplary damages and injunctive relief  
13 pursuant to state antitrust, unfair competition, and consumer protection laws, and seek to obtain  
14 restitution, recover damages, and secure other relief against Defendants for violation of those  
15 state laws. Plaintiffs and the other members of the Classes also seek attorney's fees, costs, and  
16 other expenses under federal and state laws. This Court has jurisdiction over the subject matter of  
17 this action pursuant to 28 U.S.C. §§ 1332(d) and 1367 because: (a) this is a class action where  
18 the matter or controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and in  
19 which some members of the proposed Classes are citizens of a state different from some  
20 Defendants; and (b) Plaintiffs' state law claims form part of the same case or controversy as their  
21 federal claims under Article III of the United States Constitution.

22 20. Venue is appropriate in this District under 28 U.S.C. § 1391(b), (c) and (d)  
23 because one or more Defendants resided or transacted business in this District and are licensed to  
24 do business or are doing business in this District, and because a substantial portion of the  
25 affected interstate commerce described herein was carried out in this District.

26 21. This Court has personal jurisdiction over each Defendant because each  
27

1 Defendant: (a) transacted business throughout the United States, including in this District; (b)  
 2 manufactured, sold, shipped, or delivered substantial quantities of cedar shakes and shingles  
 3 throughout the United States, including this District; (c) had substantial contacts with the United  
 4 States, including this District; or (d) engaged in an antitrust conspiracy that was directed at and  
 5 had a direct, foreseeable, and intended effect of causing injury to the business or property of  
 6 persons residing in, located in, or doing business throughout the United States, including this  
 7 District.

8 22. The activities of the Defendants and all co-conspirators, as described herein, were  
 9 within the flow of, and were intended to and did have direct, substantial, and reasonably  
 10 foreseeable effects on the foreign and interstate commerce of the United States.

12 23. No other forum would be more convenient for the parties and witnesses to litigate  
 13 this case.

### 14 **III. PARTIES**

#### 15 **A. Plaintiffs**

16 24. Plaintiff Sound Renovation LLC (“Sound Renovation”) is a Connecticut limited  
 17 liability company with a principal place of business in Norwalk, Connecticut. The company also  
 18 has had an additional business address in Westchester County, New York and been licensed to  
 19 perform contracting work in New York during the class period as well. Sound Renovation  
 20 purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from  
 21 one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during  
 22 the Class Period.

23 25. Plaintiff Fraser Construction Company, Inc. (“Fraser”) is a Massachusetts  
 24 corporation with a principal place of business in Mashpee, Massachusetts. Fraser purchased  
 25 cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more  
 26 of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class  
 27 Period.

26. Plaintiff Kuhl's Contracting ("Kuhl's") is a Minnesota corporation with a principal place of business in Hopkins, Minnesota. Kuhl's purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

27. Plaintiff ProCraft Exteriors Inc. ("ProCraft") is a Missouri corporation with a principal place of business in Chesterfield, Missouri. ProCraft purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

28. Plaintiff PK Morin Enterprises Inc. dba Roof Life of Oregon ("Roof Life") is an Oregon corporation with a principal place of business in Tigard, Oregon. Roof Life purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

#### **B. Defendants**

29. Defendant Cedar Shake & Shingle Bureau is a Washington nonprofit corporation that is the only trade association serving the cedar shake and shingle industry in the United States and Canada. The CSSB is headquartered in Mission, British Columbia, and maintains an office in Sumas, Washington.

30. Defendant Anbrook Industries Ltd. is a British Columbia corporation with its principal place of business in Pitt Meadows, British Columbia. Anbrook is one of the largest cedar shake and shingle manufacturers in the world. It is a member of the CSSB, and its President, Brooke Meeker, sits on the CSSB's Board of Directors, acting as its Chairman. Anbrook owns and operates a cedar shake and shingle manufacturing facility in Pitt Meadows, British Columbia. Anbrook manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes. During the Class Period, Anbrook or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly

1 or through its wholly-owned or controlled affiliates, to purchasers in the United States.

2 31. Defendant Waldun Forest Products Partnership dba The Waldun Group is a British  
 3 Columbia partnership with its principal place of business in Maple Ridge, British Columbia. The  
 4 Waldun Group is or was comprised of several companies: Waldun Forest Holdings, Ltd.; Twin  
 5 River Cedar Products, Ltd.; Twin Rivers Cedar Products (1994), Ltd.; Crescent Island Lumber  
 6 Holdings Ltd.; Crescent Island Lumber Ltd.; Stave Lake Cedar Mills, Inc.; Stave Lake Cedar  
 7 Mills (1992) Inc.; Clark 5 Investments Ltd.; Heros Investments Ltd.; KRJN Holdings Ltd.; and I  
 8 Say So Co Investments Ltd. All of these member companies are or were British Columbia  
 9 corporations, and the majority are or were owned and controlled by the same two individuals:  
 10 Waldun's Curtis Walker and Kirk Nagy. In addition, CSSB's Clay Walker was a Director and  
 12 likely part owner of I Say So Co. Investments Ltd.; that is, CSSB's Clay Walker was  
 13 instrumental in the formation of Defendant The Waldun Group and may still have a financial  
 14 stake in The Waldun Group. CSSB's website listed The Waldun Group as a member in 2014, and  
 15 Kirk Nagy was a CSSB director that year. In all other years of the Class Period, Waldun Forest  
 16 Products, Ltd. was listed as a CSSB member, and Waldun's Walker was a CSSB director. As of  
 17 December 2016, The Waldun Group had 185 employees. The Waldun Group owns and operates a  
 18 cedar shake and shingle manufacturing facility in Maple Ridge, British Columbia and  
 19 manufactures Certi-Label cedar shakes and shingles. During the Class Period, The Waldun  
 20 Group and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold  
 21 Certi-Label cedar shakes and shingles in interstate commerce to purchasers in the United States.

22 32. Defendant Waldun Forest Products Ltd. is a British Columbia corporation with its  
 23 principal place of business in Maple Ridge, British Columbia. Waldun Forest Products Ltd. is  
 24 "the largest company in the world manufacturing such a selection of cedar products." It is a  
 25 member of the CSSB, and its Director, Curtis Walker, sits on CSSB's Board of Directors, serving  
 26 as its Secretary/Treasurer. Waldun Forest Products Ltd. owns and operates a cedar shake and  
 27 shingle manufacturing facility in Maple Ridge, British Columbia. It manufactures Certigrade

1 Shingles, Certi-Sawn Shakes, and Certi-Split Shakes, as well as Certi-Ridge, Custom Dimension  
 2 products, Sidewall, and Specialty Cuts. During the Class Period, Waldun or its predecessors,  
 3 wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in  
 4 interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers  
 5 in the United States.

6 33. Defendant G&R Cedar Ltd. is a British Columbia corporation headquartered in  
 7 Matsqui, British Columbia. G&R is a self-described industry leader in the cedar shake and  
 8 shingle industry. It is a member of the CSSB, and its Sales Manager, Stuart Dziedzic, sits on  
 9 CSSB's Board of Directors. G&R owns and operates a cedar shake and shingle manufacturing  
 10 facility in Matsqui, British Columbia and an additional sidewall shingle manufacturing facility  
 12 in Chilliwack, British Columbia. G&R manufactures Certigrade Shingles, Certi-Sawn Shakes,  
 13 and Certi-Split Shakes, as well as Custom Dimension products, Sidewall, and Specialty Cuts.  
 14 During the Class Period, G&R or its predecessors, wholly-owned or controlled subsidiaries, or  
 15 affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through  
 16 its wholly-owned or controlled affiliates, to purchasers in the United States.

17 34. Defendant G&R Cedar (2009) Ltd. is a British Columbia corporation  
 18 headquartered in Chilliwack, British Columbia. G&R Cedar (2009) Ltd. is a member of the  
 19 CSSB, and G&R Cedar Ltd.'s Dziedzic is listed as the point of contact for G&R Cedar (2009)  
 20 Ltd. G&R Cedar (2009) Ltd. owns and operates a cedar shake and shingle manufacturing facility  
 21 in Chilliwack, British Columbia and manufactures Certi-Label cedar shakes and shingles. During  
 22 the Class Period, G&R Cedar (2009) Ltd. and/or its predecessors, agents, wholly owned or  
 23 controlled subsidiaries, or affiliates sold Certi-Label™ CSS in interstate commerce to purchasers in  
 24 the United States.

25 35. "Defendant" or "Defendants" as used herein includes, in addition to those named  
 26 specifically above, all of the named Defendants' predecessors, including cedar shake and shingle  
 27 companies that merged with or were acquired by the named Defendants and each named  
 28



1 Defendant's wholly-owned or controlled subsidiaries or affiliates that sold Certi-Label cedar  
 2 shakes and shingles in interstate commerce, directly or through their wholly-owned or controlled  
 3 affiliates, to purchasers in the United States during the Class Period.

4 36. To the extent that subsidiaries and divisions within each Defendant's corporate  
 5 family sold or distributed Certi-Label cedar shakes and shingles to purchasers, these subsidiaries  
 6 played a material role in the conspiracy alleged in this Complaint because Defendants wished to  
 7 ensure that the prices paid for such cedar shakes and shingles would not undercut the artificially  
 8 raised and inflated pricing that was the aim and intended result of Defendants' coordinated and  
 9 collusive behavior as alleged herein. Thus, all such entities within the corporate family were  
 10 active, knowing participants in the conspiracy alleged herein, and their conduct in selling,  
 12 pricing, distributing and collecting monies from Plaintiffs and the members of the Classes for  
 13 Certi-Label cedar shakes and shingles was known to and approved by their respective corporate  
 14 parent named as a Defendant in this Complaint.

15 37. Each of the Defendants named herein acted as the agent or joint-venturer of or for  
 16 the other Defendants with respect to the acts, violations, and common course of conduct alleged  
 17 herein.

18 38. Defendants are also liable for acts done in furtherance of the alleged conspiracy  
 19 by companies they acquired through mergers and acquisitions.

20 39. Whenever reference is made to any act of any corporation, the allegation means  
 21 that the corporation engaged in the act by or through its officers, directors, agents, employees, or  
 22 representatives while they were actively engaged in the management, direction, control, or  
 23 transaction of the corporation's business or affairs.

#### 24 **IV. NON-DEFENDANT CO-CONSPIRATORS AND OTHER NON-PARTIES**

25 40. Various other persons, firms, and corporations not currently named as defendants  
 26 have participated as co-conspirators of Defendants and have performed acts and made statements  
 27 in furtherance of the conspiracy (collectively, the "co-conspirators"). Defendants are jointly and  
 28

severally liable for the acts of the co-conspirators whether or not named as defendants in this Complaint. A list of the known non-defendant co-conspirators follows.

41. A&R Cedar, Inc. (“A&R”) is a Washington corporation headquartered in Hoquiam, Washington. It is a member of the CSSB, and a member of its senior management team, Cecilia Acuna, sits on the CSSB Board of Directors. A&R manufactures Certigrade Shingles and Certi-Sawn Shakes, as well as Certi-Ridge, Custom Dimension products, and Sidewall. During the Class Period, A&R or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

42. Best Shingle Sales Inc. (“Best”) is a Washington corporation headquartered in Hoquiam, Washington. It is a member of the CSSB, and its owner, Terry Kost, sits on CSSB’s Board of Directors. Best manufactures Certigrade Shingles and Certi-Sawn Shakes, as well as Sidewall. During the Class Period, Best or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

43. Premium Cedar Products Ltd. (“Premium”) is a British Columbia corporation headquartered in Mission, British Columbia. It is a member of the CSSB, and one of its senior managers, Ed Watkins, sits on CSSB’s Board of Directors and served as its Past Chairman. Premium manufactures Certigrade Shingles, Certi-Ridge, Certi-Sawn Shakes, and Certi-Split Shakes, as well as Custom Dimension products and Specialty Cuts. During the Class Period, Premium or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

44. Watkins Sawmills Ltd. is a British Columbia corporation headquartered in Mission, British Columbia. It has common ownership and management with Premium, and even uses the same main telephone number. It is a member of the CSSB, and its President, Ed

Watkins, sits on CSSB's Board of Directors and served as its Past Chairman. Watkins manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes, as well as Certi-Ridge, Custom Dimension products, Sidewall, and Specialty Cuts. During the Class Period, Watkins or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

45. #208 Shake & Shingle/Griffiths Inc. ("#208") is a Washington corporation headquartered in Moclips, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, #208 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

46. A.B. Cedar Shingle ("A.B. Cedar") is a British Columbia corporation headquartered in Sicamous, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, ACS and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

47. A.C.S. Cedar, Inc. ("A.C.S.") is a Washington corporation headquartered in Aberdeen, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, ACS and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

48. Acuna Cedar Products, Inc. ("Acuna Cedar") is a Washington corporation headquartered in Sedro-Woolley, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Acuna Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

49. Alfa Red Cedar Products, Inc. (“Alfa Red”) is a Washington corporation headquartered in Hoquiam, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Alfa Red and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

50. American Cedar Sales, LLC (“American Cedar”) is an Idaho corporation headquartered in Kamiah, Idaho. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, American Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

51. Anderson Shake and Shingle Mill, Inc. (“Anderson”) is a Washington corporation headquartered in Cathlamet, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Anderson and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

52. Campbell River Shake & Shingle Co. Ltd. (“Campbell River”) is a British Columbia corporation headquartered in Campbell River, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Campbell River and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

53. Cape Scott Cedar Products Ltd. (“Cape Scott”) is a British Columbia corporation headquartered in Port Hardy, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Cape Scott and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar

1 shakes and shingles in interstate commerce, directly to purchasers in the United States.

2 54. Clearbrook Shake & Shingle Ltd. (“Clearbrook”) is a British Columbia  
3 corporation headquartered in Abbotsford, British Columbia. It is a member of the CSSB and  
4 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Clearbrook and/or  
5 its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label  
6 cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

7 55. Comox Valley Shakes (2019) Ltd. (“Comox”) is a British Columbia corporation  
8 headquartered in Campbell River, British Columbia. It is a member of the CSSB and  
9 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Comox and/or its  
10 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
11 shakes and shingles in interstate commerce, directly to purchasers in the United States.

12 56. Confederate Shake & Shingle Ltd. (“Confederate”) is a British Columbia  
13 corporation headquartered in Duncan, British Columbia. It is a member of the CSSB and  
14 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Confederate  
15 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
16 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
17 States.

18 57. DLM Shake Co. (“DLM”) is an Idaho business based in Saint Maries, Idaho. It is  
19 a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the  
20 Class Period, DLM and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
21 affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
22 purchasers in the United States.

23 58. Fabian Shingles LLC (“Fabian”) is a Washington corporation headquartered in  
24 Amanda Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar  
25 shakes and shingles. During the Class Period, Fabian and/or its predecessors, agents, wholly  
26 owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in  
27

interstate commerce, directly to purchasers in the United States.

59. Goat Lake Forest Products (1985) Ltd. (“Goat Lake”) is a British Columbia corporation headquartered in Powell River, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Goat Lake and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

60. Golden Ears Shingle Ltd. (“Golden Ears”) is a British Columbia corporation headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Golden Ears and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

61. Imperial Cedar Products Ltd. (“Imperial Cedar”) is a British Columbia corporation headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, ACS and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

62. J.C. Shingles, Inc. (“J.C. Shingles”) is a Washington corporation headquartered in Amanda Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, J.C. Shingles and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

63. J.E.C. Cedar, Inc. (“J.E.C.”) is a Washington corporation headquartered Amanda Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, J.E.C. and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

64. L & H Shake, Inc. (“L&H”) is a Washington corporation headquartered Hoquiam, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, L&H and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

65. Long Cedar Inc. (“Long Cedar”) is a Washington corporation headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Long Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

66. Pacific Cedar (“Pacific Cedar”) is a Canadian business based in Port Alberni, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Pacific Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

67. Pacific Chalet Ltd. (“Pacific Chalet”) is a British Columbia corporation headquartered in Powell River, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Pacific Chalet and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

68. Pacific Coast Cedar Products, Ltd. (“Pacific Coast”) is a British Columbia corporation headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, ACS and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

69. Pacific Shingle Inc. (“Pacific Shingle”) is a Washington corporation



1 headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label  
 2 cedar shakes and shingles. During the Class Period, Pacific Shingle and/or its predecessors,  
 3 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
 4 shingles in interstate commerce, directly to purchasers in the United States.

5 70. Pleasant Lake Cedar (“Pleasant Lake”) is a Washington business based in Beaver,  
 6 Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 7 shingles. During the Class Period, Pleasant Lake and/or its predecessors, agents, wholly owned  
 8 or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 9 commerce, directly to purchasers in the United States.

10 71. Port McNeill Shake & Shingle (2007) Ltd. (“Port McNeill”) is a Canadian  
 12 corporation headquartered in Port McNeill, British Columbia. It is a member of the CSSB and  
 13 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Port McNeill  
 14 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
 15 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
 16 States.

17 72. Premium Shingle LLC (“Premium Shingle”) is a Washington corporation  
 18 headquartered in Beaver, Washington. It is a member of the CSSB and manufactures Certi-Label  
 19 cedar shakes and shingles. During the Class Period, Premium Shingle and/or its predecessors,  
 20 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
 21 shingles in interstate commerce, directly to purchasers in the United States.

22 73. Rainy Day Shake & Shingle, Inc. (“Rainy Day”) is a Washington corporation  
 23 headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label  
 24 cedar shakes and shingles. During the Class Period, Rainy Day and/or its predecessors, agents,  
 25 wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles  
 26 in interstate commerce, directly to purchasers in the United States.

27 74. Riverside Shingle Products Ltd. (“Riverside”) is a British Columbia corporation  
 28

1 headquartered in Errington, British Columbia. It is a member of the CSSB and manufactures  
 2 Certi-Label cedar shakes and shingles. During the Class Period, Riverside and/or its  
 3 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
 4 shakes and shingles in interstate commerce, directly to purchasers in the United States.

5 75. Serpentine Cedar Ltd. (“Serpentine”) is a British Columbia corporation  
 6 headquartered in Langley City, British Columbia. It is a member of the CSSB and manufactures  
 7 Certi-Label cedar shakes and shingles. During the Class Period, Serpentine and/or its  
 8 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
 9 shakes and shingles in interstate commerce, directly to purchasers in the United States.

10 76. Silver-Coqu Cedar Products (“Silver-Coqu”) is a Canadian business  
 12 headquartered in Hope, British Columbia. It is a member of the CSSB and manufactures Certi-  
 13 Label cedar shakes and shingles. During the Class Period, Silver Coqu and/or its predecessors,  
 14 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
 15 shingles in interstate commerce, directly to purchasers in the United States.

16 77. Star Cedar Sales, Inc. (“Star Cedar”) is an Idaho corporation headquartered in  
 17 Kamiah, Idaho. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 18 shingles. During the Class Period, ACS and/or its predecessors, agents, wholly owned or  
 19 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 20 commerce, directly to purchasers in the United States.

21 78. Titan Cedar Products Ltd. (“Titan”) is a British Columbia corporation  
 22 headquartered in Port Coquitlam, British Columbia. It is a member of the CSSB and  
 23 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Titan and/or its  
 24 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
 25 shakes and shingles in interstate commerce, directly to purchasers in the United States.

26 79. Vancouver Island Shingle Ltd. (“Vancouver Shingle”) is a British Columbia  
 27 corporation headquartered in Mount Waddington, British Columbia. It is a member of the CSSB

1 and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Vancouver  
 2 Shingle and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
 3 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
 4 United States.

5 80. Zoffel Logging & Milling Inc. (“Zoffel”) is a Washington corporation  
 6 headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label  
 7 cedar shakes and shingles. During the Class Period, Zoffel and/or its predecessors, agents,  
 8 wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles  
 9 in interstate commerce, directly to purchasers in the United States.

10 81. Various other persons, firms, and corporations not currently named as defendants  
 12 have participated as co-conspirators with Defendants and have performed acts and made  
 13 statements in furtherance of the conspiracy. Defendants are jointly and severally liable for the  
 14 acts of their co-conspirators whether or not named as defendants in this Complaint.

15 82. S&W Forest Products Ltd. (“S&W”) is a British Columbia corporation  
 16 headquartered in Maple Ridge, British Columbia. During the Class Period, S&W and/or its  
 17 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and  
 18 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
 19 United States. As described in greater detail herein, in December 20, 2018, the CSSB Board of  
 20 Directors terminated S&W’s membership in the CSSB because S&W was selling Certi-Label  
 21 cedar shakes and shingles at discounted prices. After filing a complaint (*S&W Forest Prods.,*  
 22 *Ltd. v. CSSB, et al.*, No. 2:19-cv-000202 (W.D. Wash.)) (the “S&W Lawsuit”)—which included  
 23 allegations of anticompetitive conduct by Defendants in this action—S&W successfully moved  
 24 for a preliminary injunction temporarily reinstating it to the CSSB in April 2019 pending a final  
 25 determination on the merits.

26 83. Various other persons, firms, and corporations manufactured Certi-Label cedar  
 27 shakes and shingles as members of the CSSB during the Class Period (collectively, the “Former  
 28

CSSB Members”). A list of the known Former CSSB Members follows. As explained herein, a yet unknown number of these Former CSSB Members—as with S&W—were expelled from the Bureau for discounting Certi-Label cedar shakes and shingles.

84. A.K. Cedar Products Ltd. (“A.K. Cedar”) is a British Columbia corporation headquartered in Abbotsford, British Columbia. It was a member of the CSSB in or around 2016. During the Class Period, A.K. Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

85. B&B Cedar Sales, Inc. (“B&B”) is a Washington corporation headquartered in Lacey, Washington. It was a member of the CSSB in or around 2012. During the Class Period, B&B and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

86. B.C.F. Shake Mill Ltd. (“B.C.F.”) is a British Columbia corporation headquartered in Fanny Bay, British Columbia. It was a member of the CSSB during the Class Period. During the Class Period, B.C.F. and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

87. Cedar Valley Holdings Ltd. (“Cedar Valley”) is a British Columbia corporation headquartered in Valemont, British Columbia. It was a member of the CSSB in or around 2016. During the Class Period, Cedar Valley and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

88. Crawford Shake & Shingle, Ltd. (“Crawford”) was a British Columbia corporation headquartered in Port Alberni, British Columbia. It was a member of the CSSB in or around 2013. During the Class Period, Crawford and/or its predecessors, agents, wholly owned

1 or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and  
2 shingles in interstate commerce, directly to purchasers in the United States.

3 89. D & G Shake Co., Inc. (“D&G”) was a Washington corporation headquartered in  
4 Amanda Park, Washington. It was a member of the CSSB in or around 2016. During the Class  
5 Period, D&G and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
6 affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
7 directly to purchasers in the United States.

8 90. Francisco Cisneros Shingles (“Francisco Shingles”) was a Washington business  
9 based in the Forks, Washington area. It was a member of the CSSB in or around 2016. During  
10 the Class Period, Francisco Shingles and/or its predecessors, agents, wholly owned or controlled  
12 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
13 interstate commerce, directly to purchasers in the United States.

14 91. Hoko Falls Cedar is a Washington business based in Sekiu, Washington. It was a  
15 member of the CSSB in or around 2012. During the Class Period, Hoko Falls Cedar and/or its  
16 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and  
17 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
18 United States.

19 92. Lamming Cedar Mills BC (“Lamming Cedar”) is a British Columbia business  
20 based in McBride, British Columbia. It was a member of the CSSB in or around 2012. During  
21 the Class Period, Lamming Cedar and/or its predecessors, agents, wholly owned or controlled  
22 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
23 interstate commerce, directly to purchasers in the United States.

24 93. Medley Co. Cedar, Inc. (“Medley”) is an Idaho corporation headquartered in  
25 Pierce, Idaho. It was a member of the CSSB in or around 2012. During the Class Period, Medley  
26 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
27 manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
28

1 purchasers in the United States.

2 94. ML Cedar Products Inc. (“ML Cedar”) was a Washington corporation  
3 headquartered in Forks, Washington. It was a member of the CSSB in or around 2013, 2016, and  
4 2017. During the Class Period, ML Cedar and/or its predecessors, agents, wholly owned or  
5 controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles  
6 in interstate commerce, directly to purchasers in the United States.

7 95. Olympic Cedar Products, Inc. (“Olympic”) is a Washington corporation  
8 headquartered in Forks, Washington. It was a member of the CSSB in or around 2016 and 2017.  
9 During the Class Period, Olympic and/or its predecessors, agents, wholly owned or controlled  
10 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
12 interstate commerce, directly to purchasers in the United States.

13 96. Pacific NW Products LLC (“Pacific NW”) is a Washington corporation  
14 headquartered in Forks, Washington. It was a member of the CSSB in or around 2017. During  
15 the Class Period, Pacific NW and/or its predecessors, agents, wholly owned or controlled  
16 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
17 interstate commerce, to purchasers in the United States.

18 97. Real Wood, Inc. (“Real Wood”) was a Washington corporation headquartered in  
19 Sequim, Washington. It was a member of the CSSB in or around 2012 and 2015. During the  
20 Class Period, Real Wood and/or its predecessors, agents, wholly owned or controlled  
21 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
22 interstate commerce, directly to purchasers in the United States.

23 98. S&K Cedar Products Ltd. (“S&K”) is a British Columbia corporation  
24 headquartered in Mission, British Columbia. It was a member of the CSSB in or around 2012 to  
25 2017. During the Class Period, S&K and/or its predecessors, agents, wholly owned or controlled  
26 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
27 interstate commerce, directly to purchasers in the United States.

1           99.     Sherico Cedar Products (“Sherico”) is a Washington corporation headquartered in  
 2     Forks, Washington. It was a member of the CSSB in or around 2012 and 2013. During the Class  
 3     Period, Sherico and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
 4     affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
 5     directly to purchasers in the United States.

6           100.   Stave River Industries Ltd. (“Stave River”) was a British Columbia corporation  
 7     headquartered in Maple Ridge, British Columbia. It was a member of the CSSB in or around  
 8     2012 and 2015. During the Class Period, Stave River and/or its predecessors, agents, wholly  
 9     owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes  
 10    and shingles in interstate commerce, directly to purchasers in the United States.

12          101.   Twin River Lumber is a British Columbia business based in Malakwa, British  
 13    Columbia. It was a member of the CSSB in or around 2013, 2016, and 2017. During the Class  
 14    Period, Twin River Lumber and/or its predecessors, agents, wholly owned or controlled  
 15    subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
 16    interstate commerce, directly to purchasers in the United States.

17          102.   Western Gold Cedar Products (“Western Gold”) is an Alaskan business based in  
 18    Thorne Bay, Alaska. It was a member of the CSSB in or around 2016. During the Class Period,  
 19    Western Gold and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
 20    affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
 21    directly to purchasers in the United States.

22          103.   Wilson Shake Mill was a Washington business based in Chehalis, Washington. It  
 23    was a member of the CSSB in or around 2012. During the Class Period, Wilson Shake Mill  
 24    and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
 25    manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
 26    purchasers in the United States.



**V. TRADE AND COMMERCE**

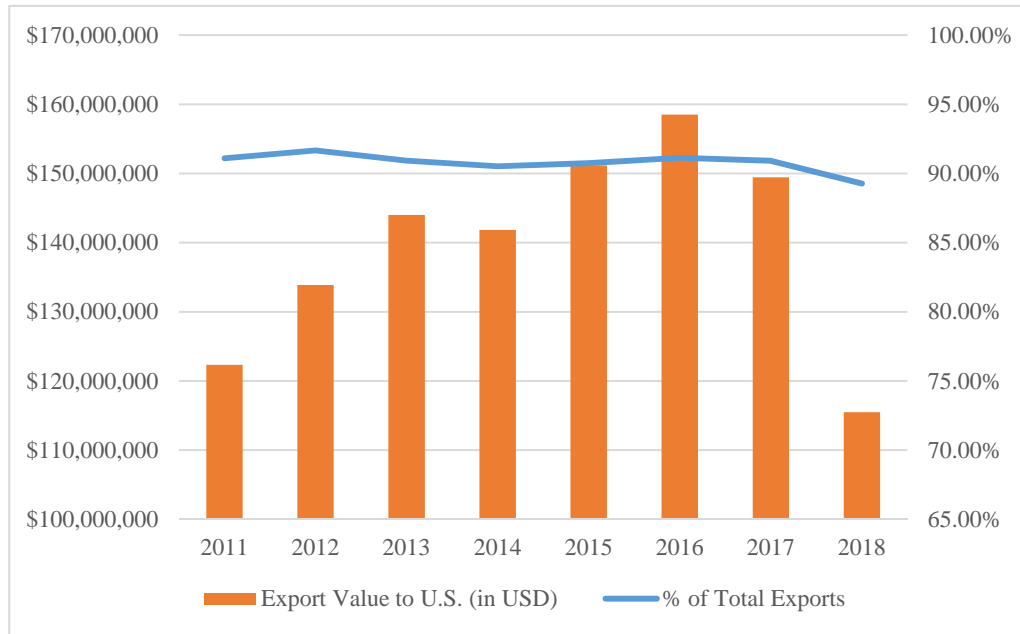
104. During the Class Period, Defendants engaged in conduct both inside and outside of the United States that caused direct, substantial, and reasonably foreseeable and intended anticompetitive effects upon interstate commerce within the United States.

105. During the Class Period, each Manufacturer Defendant, directly or through its subsidiaries or other affiliates, sold Certi-Label cedar shakes and shingles in the United States in a continuous and uninterrupted flow of interstate commerce and foreign commerce, including through and into this judicial district.

106. The United States is the largest market for Certi-Label cedar shakes and shingles in the world, valued at hundreds of millions of dollars annually. During the Class Period, the Manufacturer Defendants and their co-conspirators collectively possessed a sizeable majority share of this market.

107. Most Certi-Label cedar shakes and shingles are manufactured in British Columbia—mostly by the Manufacturer Defendants—and then imported into the United States. According to official Canadian export data, between 2011 and 2018, roughly \$1.1 billion worth of Certi-Label cedar shakes and shingles were imported into the United States from British Columbia (nearly 10% of these imports were into Washington), or more than \$139 million, on average, worth of Certi-Label cedar shakes and shingles per year. This equates to nearly 91% of all Certi-Label cedar shakes and shingles manufactured in British Columbia being imported into the United States between 2011 and 2018.

108. The following chart shows the dollar value (in U.S. Dollars) of British Columbia Certi-Label cedar shakes and shingles exports to the United States, as well as the percentage of



all Certi-Label cedar shakes and shingles exported from British Columbia to the United States:

109. All CSSB manufacturers (the Manufacturer Defendants and co-conspirators) participate in and sell the vast majority of their Certi-Label cedar shakes and shingles in the United States, and due to the “All or Nothing” Rule, all of the Certi-Label cedar shakes and shingles sold by CSSB manufacturers in the United States were Certi-Label cedar shakes and shingles.

110. Thus, during the Class Period, Defendants engaged in conduct both inside and outside the United States that caused direct, substantial, and reasonably foreseeable and intended anticompetitive effects upon interstate commerce within the United States.

111. Defendants’ business activities substantially affected interstate trade and commerce in the United States and caused antitrust injury in the United States.

112. By reason of the unlawful activities hereinafter alleged, Defendants substantially affected commerce throughout the United States, causing injury to Plaintiffs and members of the Classes. Defendants, directly and through their agents, engaged in activities affecting all states, RESELLER INDIRECT PURCHASER PLAINTIFFS’  
 CONSOLIDATED AMENDED CLASS ACTION  
 COMPLAINT (NO. 2:19-CV-451-MJP) - 25

to fix, raise, maintain or stabilize prices for Certi-Label cedar shakes and shingles, which unreasonably restrained trade and adversely affected the market for such products.

## **VI. FACTUAL ALLEGATIONS**

### **A. Relevant Products**

113. Cedar shakes are rustic looking and used in roofing. Cedar shingles, which are used in both roofing and sidewall applications, are uniformly sawn for a consistent and even thickness and provide a uniform machine-produced look. According to G&R Cedar's website, "[t]he main difference between a shingle and a shake is that a shingle is sawn on both sides for a smooth, tailored appearance, while a shake is split on the face, and sawn on the back, for a rougher, rustic look."

114. Illustrative examples of a cedar shake and a cedar shingle are shown below:



**Cedar Shake (Split and Resawn)**



**Cedar Shingle (Sawn)**

115. Certi-Label cedar shakes and shingles are produced from logs and cut blocks of

1 Western Red Cedar (*Thuja plicata*) or Alaskan Yellow Cedar (*Cupressus nootkatensis*). Western  
 2 Red Cedar and Alaskan Yellow Cedar are commercially available only in the Pacific Northwest,  
 3 and British Columbia has the world's largest supply of standing Western Red Cedar.

4 116. Both Western Red Cedar and Alaskan Yellow Cedar are durable, naturally water-  
 5 resistant, and highly resistant to decay, and both species are used for a variety of building  
 6 applications outside of Certi-Label cedar shakes and shingles (*e.g.*, decking, fencing, and  
 7 landscaping).

8 117. As used in this Complaint, "Certi-Label cedar shakes and shingles" and "Certi-  
 9 Label products" refers to the following cedar products bearing the Certi-Label trademark of the  
 10 CSSB: Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes.

12 118. Certi-Label shakes and shingles are all produced from the same raw materials:  
 13 cedar logs and cut blocks.

## 14 **B. Industry Background**

### 15 **1. CSSB and the Cert-Label Trademark**

16 119. For more than a century, the CSSB has been the preeminent regulator of the cedar  
 17 shake and shingle industry in the United States and Canada.

18 120. The CSSB drafted and holds the copyright to the CSSB-97 grading and packing  
 19 rules. CSSB-97 grading rules cover two species of cedar: Western Red Cedar and Alaskan  
 20 Yellow Cedar.

21 121. The CSSB has aggressively and successfully promoted its CSSB-97 grading rules  
 22 and its trademarked Certi-Label cedar shakes and shingles. As a result, notwithstanding the fact  
 23 that "non-bureau" mills can try to market their non-Certi-Label cedar shakes and shingles as  
 24 complying with the CSSB-97 grading rules, they cannot use the Certi-Label trademark or  
 25 packing slips on their products. This is significant because the Certi-Label is perceived as  
 26 guaranteeing a certain quality of product. This is further evidenced by the fact that the CSSB-97  
 27 grading rules, which govern the production and packing of shake and shingle products, have  
 28

1 been widely incorporated into building codes throughout the United States and Canada.

2 122. Certi-Label cedar shakes and shingles fall into three main categories: Certi-Split  
3 shakes, Certigrade shingles, and Certisawn shakes. Each of these three main product types are  
4 described in greater detail below:

- 5 a. Certi-Split Shakes: These shakes have a split face exposed with a naturally rustic  
6 appearance and are sawn the back. The most common lengths for this shake are  
7 18" and 24", and the butt thickness ranges from 3/8" to 2" plus.
- 8 b. Certisawn Shakes: These shakes are sawn on both sides for a semi-textured look  
9 with a stronger shadow-line than a shingle. The most common lengths for this  
10 shake are 18" and 24", and the butt thickness ranges from 5/8" to 1.5".
- 11 c. Certigrade Shingles: These shingles are sawn on both sides for a tailored  
12 appearance and are available in 16", 18", or 24" lengths. The butt thickness is  
13 gauged using a stack of shingles.  
14

15 123. In order to distinguish products of different qualities, each certification has  
16 stringent requirements setting forth how the product will "grade," taking into consideration  
17 numerous factors such as how clear the wood is, the thickness of the product, and the grain of the  
18 wood. For instance, Certigrade shingles are broken down into Number 1 Grade, Number 2  
19 Grade, Number 3 Grade, and Undercoursing Grade products.

20 124. Membership in the CSSB trade association is a necessary prerequisite to any  
21 manufacturer of cedar shakes and shingles being able to effectively compete in the domestic  
22 market for high-end shakes and shingles.

23 125. The Certi-Label is the gold standard in the shake and shingle business. A mill  
24 must have access to that label to sell its products in the high-end shake and shingle market in the  
25 United States. The CSSB label is perceived as guaranteeing a certain quality product. Due to that  
26 reputation, many architects and builders require Certi-Label products in their building  
27 specifications. In fact, Certi-Label cedar shakes and shingles have near 100% market share in the  
28

1 northeastern United States, Pacific Northwest, Mountain West, and Midwest.

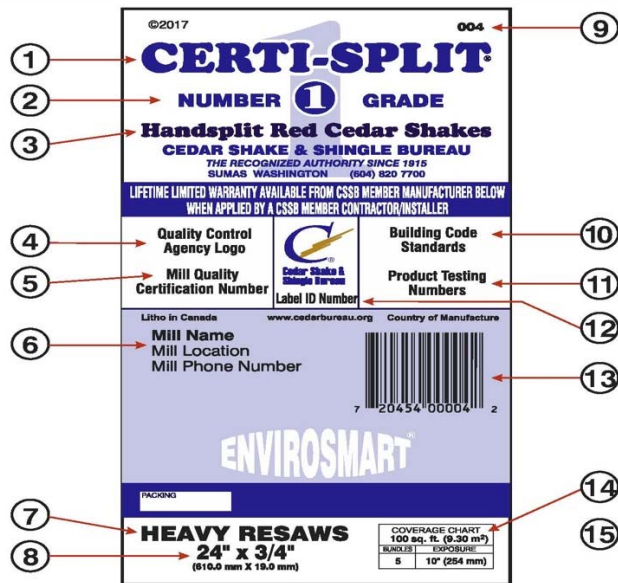
2 126. A manufacturer must be a member of the CSSB in order to use the Certi-Label  
3 trademark and affiliated copyrights. As the CSSB explains in its *Certi-Label™ Cedar Shake and*  
4 *Shingle Product Catalog*: “Cedar shakes and shingles manufactured by members of the [CSSB]  
5 are the only products labeled with the ‘Certi’ brand name.”

6 127. Because the Certi-Label label is limited to CSSB members, manufacturers that are  
7 not members of the CSSB have access to only a small fraction of the cedar shakes and shingles  
8 market. Without membership in the CSSB, a manufacturer is unable to effectively compete in the  
9 United States market, and as a result, during the last 20 years, virtually all Canadian and US-  
10 based manufacturers of CSS have been members of the CSSB.

12 128. The CSSB aggressively promotes its Certi-Label. For example, the CSSB website  
13 contains a 20-page brochure explaining how to read CSSB Certi-Labels and different shake and  
14 shingle grades, which includes examples of all CSSB Certi-Label products:

**HOW TO READ A CERTI-LABEL®**

Each bundle of product has the mill's distinctive Certi-label® tucked under the bundle strap. Asking for "the blue label" or "number one blue label" is not specific enough: CSSB members' products are the only ones with the "Certi" brand name on the label.



- |   |  |
|---|--|
| 1. The "Certi" Brand Name - Your Quality Assurance                      | 8. Product Dimensions                        |
| 2. Product Grade  | 9. Cedar Bureau Label Number                 |
| 3. Product Type   | 10. Building Code Compliance Numbers         |
| 4. Independent, 3 <sup>rd</sup> Party, Quality Control Agency           | 11. Product Performance Tests Passed         |
| 5. This Number Shows Compliance with Total Quality Manufacturing System | 12. Label Identification Number              |
| 6. Mill Name, Location and Phone Number                                 | 13. UPC Code                                 |
| 7. Industry Product Description   | 14. Coverage Chart and Recommended Exposure  |
|   | 15. Application Instructions on Reverse Side |

- Page 2 of 20 -

129. The CSSB also warns consumers about the potential use of products bearing competing labels that are not CSSB Certi-Labels, further amplifying the purported difference between products bearing the trade association's trademark and those that do not. For example, the CSSB issued the following "Consumer Service Alert":





## Consumer Service Alert

**It's within your right to **REJECT**  
off-grade, non-code-compliant  
cedar shakes and shingles  
at your yard or job site ...**



Quality bundle



Off-grade, non-code-compliant bundle

**... because off-grades are **FRAUDULENT****

An off-grade, non-code-compliant roof, one that doesn't comply with UBC 15-3 or UBC 15-4, is subject to a building code official's red tag/stop work order and imminent tear off.

**FRAUD ALERT... FRAUD ALERT... FRAUD ALERT... FRAUD ALERT...**

### 2. The CSSB Structure, Bylaws and Meetings

130. The CSSB traces its origin to a June 1915 meeting of the Trustees of the West Coast Lumber Manufacturers Association, at which “it was agreed to establish a branch of the association to serve those members who manufactured shingles.” This organization merged with the Handsplit Shake Bureau in 1963 to become the Red Cedar Shingle & Handsplit Bureau. In 1988, the organization’s name was officially changed to the Cedar Shake & Shingle Bureau.

131. In or around 2002, a competing trade association, the “B.C. Shake and Shingle Association” (“BCSSA”) was “rejuvenated” by certain CSS mills. As a precondition to its rejuvenation, CSSB insisted that the BCSSA—which repeatedly lamented competition among mills—“not overlap or duplicate efforts,” which BCSSA agreed to.

132. For example, a February 26, 2007 BCSSA newsletter stated: “As I see it, over the last number of years we haven’t stood up for our real cedar and industry terms, we’ve just

1 competed inside our existing market share with who's better than the next guy. Imagine the  
2 possibilities if we all actually promoted and marketed real cedar shakes and shingles as the finest  
3 roofing product in the world!"

4 133. The BCSSA folded in or around late 2010. The circumstances surrounding the  
5 BCSSA's closure are unknown at this time, but Plaintiffs believe that discovery will reveal an  
6 agreement between BCSSA and CSSB to combine their operations.

7 134. Consequently, throughout the Class Period, the CSSB has been the sole trade  
8 association for CSS manufacturers and the preeminent regulator of the CSS industry in the  
9 United States and Canada.

10 135. The CSSB grants its member manufacturers weighted votes based on each  
12 manufacturer's annual CSS production, and the Manufacturer Defendants—among the largest  
13 manufacturers of CSS in the world—have a combined voting power of more than 50%. This  
14 gives the Manufacturer Defendants significant power within the CSSB, including the ability to  
15 ensure members that discount below the agreed upon price levels are expelled from the CSSB.

16 136. The Manufacturer Defendants' employees have also served in leadership  
17 capacities on the CSSB Board of Directors throughout the Class Period. For example, Anbrook's  
18 Meeker has served as the CSSB Board of Director's Chairwoman and Vice Chairwoman and  
19 Waldun's Walker has served as the Secretary/Treasurer on the CSSB Board of Directors.

20 137. The Manufacturer Defendants have sat on CSSB's board since at least 2012.  
21 During this same period, representation by other CSS manufacturers has trended downward, as  
22 shown in the below chart:  
23  
24  
25  
26  
27  
28

	2012	2013	2014	2015	2016	2017	2018	2019
<b>Anbrook</b>	X	X	X	X	X	X	X	X
<b>G&amp;R</b>	X	X	X	X	X	X	X	X
<b>Waldun</b>	X	X	X	X	X	X	X	X
<b>A&amp;R Cedar or S&amp;W<sup>1</sup></b>								X
<b>Anderson</b>	X	X	X	X	X	X	X	
<b>Best</b>	X	X	X			X	X	X
<b>Premium Cedar</b>	X	X	X	X	X	X	X	X
<b>S&amp;K</b>		X	X	X	X			
<b>Serpentine</b>	X	X	X					
<b># of Manufacturers</b>	7	8	8	6	6	6	6	6

138. The Manufacturer Defendants' employees have also served in leadership capacities on the CSSB Board of Directors throughout the Class Period. For example, Anbrook's Meeker has served as the CSSB Board of Director's Chairwoman and Vice Chairwoman and Waldun's Walker has served as the Secretary/Treasurer on the CSSB Board of Directors. In addition, Clay Walker, the brother of Waldun's Walker, is CSSB's "Cedar Quality Auditor" and CSSB's "District Manager" for the Pacific Northwest region.

139. Throughout the Class Period, the Manufacturer Defendants have utilized their weighted voting power to defeat proposals by smaller CSSB manufacturers, including proposals to eliminate weighted voting on non-manufacturing members and to impose term limits on directors.

140. Throughout the Class Period, the Manufacturer Defendants also have utilized their weighted voting power to consolidate their power over the CSSB by, among other things,

---

<sup>1</sup> S&W was added to the CSSB board in September 2018 and terminated from the CSSB in January 2019. After S&W was terminated from the CSSB, the CSSB board appointed A&R Cedar to fill the vacancy, but as a result of the S&W Lawsuit, S&W regained its CSSB membership and board position in April 2019, and A&R Cedar became an "ex officio" member of the CSSB board. Because S&W's position on the board is still in dispute, it is included with A&R Cedar above.

1 adopting bylaw changes that reduced the number of seats on the Board of Directors, reducing  
2 membership meeting quorum requirements (from 40% to 30% of the membership), and ensuring  
3 the Board chairperson was not constrained by the historic practice of voting only in the event of  
4 a tie but instead was afforded full voting rights like other members of the Board of Directors.

5 141. Throughout the Class Period, the CSSB by-laws have prevented its manufacturer  
6 members from producing non-Certi-Label cedar shakes and shingles. As noted earlier, this is  
7 known within the CSSB as the “All or Nothing Rule.”

8 142. Specifically, Article III § 2 of the CSSB by-laws provides, in relevant part, that  
9 “[t]o become a Mill-Member, a person or entity must: (a) manufacture or process only Products  
10 that comply with CSSB’s Product quality, inspection, grading and labeling policies, procedures,  
12 rules, regulations and standards.”

13 143. The “All or Nothing Rule” was strengthened by the CSSB Board in November  
14 2018—on the motion and second of Waldun’s Walker and Anbrook’s Meeker—to “ensure that all  
15 enterprises owned, operated, or controlled by a Member that are involved in the manufacture,  
16 distribution, or sale of [CSS] apply for and become CSSB Members,” such that they could  
17 manufacture, distribute, and sell only Certi-Label product. This rule was strengthened because  
18 one or more CSSB members had created non-CSSB “spin-off” corporations to manufacturer  
19 and/or sell non-Certi-Label cedar shakes and shingles.

20 144. Under the terms of the “All or Nothing Rule,” a manufacturer would be expelled  
21 from the CSSB if it manufactured and sold **any** CSS that did not carry the Certi-Label. Because  
22 the price of Certi-Label cedar shakes and shingles was fixed pursuant to an anticompetitive  
23 agreement, this rule prevented CSSB members from undercutting the conspiracy by selling non-  
24 Certi-Label product at lower prices. The “All or Nothing Rule” therefore had the purpose and  
25 effect of preventing price competition between CSSB manufacturers.

26 145. The CSSB holds its Annual General Meeting, which includes a meeting of the  
27 Board of Directors, every fall.

1           146. The Annual General Meetings during the Class Period were held on the following  
2 dates at the following locations:<sup>2</sup>

- 3           a. 2013: October 23, 2013 in Las Vegas, Nevada;  
4           b. 2015: September 10–12, 2015 in Whistler, British Columbia;  
5           c. 2016: August 26–27, 2016 in Vancouver, British Columbia; and  
6           d. 2017: September 15, 2017 in Abbotsford, British Columbia.

7           147. In its newsletter, *Certi-Scene*, CSSB touts benefits of attending the Annual  
8 General Meeting as including the following: (a) “information sharing and business education”;  
9 (b) “see[ing] what their association is doing to promote and protect the Certi-label™ brand”; (c)  
10 “high levels of member engagement and excellent conversation about protecting and promoting  
11 the Certi-label™ brand”; and (d) “enjoy[ing] excellent networking with colleagues.”

12           148. In addition to its annual meeting, the CSSB Board of Directors also holds regular  
13 conference calls and in-person meetings throughout the year. For example, on February 17, 2016  
14 the CSSB Board of Directors held a conference call that included a confidential portion to which  
15 non-members were not invited, and on May 27, 2016 the CSSB Board of Directors met in Ocean  
16 Shores, Washington.

17           149. CSSB members also attend *ad hoc* events on a regular basis. For instance, on  
18 December 17, 2015, the CSSB hosted a Lifetime Achievement Awards luncheon in Bellingham,  
19 Washington that was attended by the Manufacturer Defendants and other CSSB manufacturers.

20           150. These meetings provided the Defendants and co-conspirators many opportunities  
21 to conspire on the pricing of Certi-Label cedar shakes and shingles and the discipline of price  
22 discounters within the CSSB.  
23

### 24                   **3. The Domestic Certi-Label Cedar Shakes and Shingles Market**

25           151. The United States cedar shakes and shingles market is a national market valued in  
26 the hundreds of millions of dollars annually.

27           <sup>2</sup> Plaintiffs are not yet aware of the dates and locations of the Annual General Meetings  
28 held in 2011, 2012, 2014, and 2018.

1           152. A July 2018 report by BCC Research titled “Residential Roofing Materials: The  
2 North American Market” estimates 2018 total North American residential roofing material  
3 market sales of “nearly \$13.0 billion.” Furthermore, based on declarations filed by experienced  
4 industry participants, including Terry Adkins and Lynne Christensen, in a lawsuit that S&W  
5 recently filed, wood products represent approximately 2.1% to 3% of the residential roofing  
6 material market. Using these statements and figures, it is estimated that the annual volume of  
7 wood roofing products sold in North America is between approximately \$270 million and \$390  
8 million, with the lion’s share sold into the United States.

9           153. Cedar is the most popular wood siding and roofing choice and offers significant  
10 advantages for insulation and durability over the more common asphalt shingle roof. Cedar is  
11 also considerably more expensive than alternative roofing materials like asphalt shingles and  
12 vinyl siding because it is widely considered to be more visually pleasing as well as more durable  
13 than other products.

14           154. Approximately \$5.6 billion of softwood lumber imports were reported by the U.S.  
15 Commerce Department in 2017, including cedar, spruce, and Douglas fir. Cedar shakes and  
16 shingles represent a substantial portion of this commerce. While roofing and siding generally  
17 constitute 10% of the cost of a home, cedar shakes and shingles constitutes a proportionally  
18 higher percentage due to the price premium they command over alternative products.

19           155. Installing cedar roof shingles (for a roof size of 1,400-2,100 square feet) currently  
20 costs approximately \$12,800–\$19,700, depending on the type and finish options. Because shakes  
21 are a premium quality product and are also harder to install, installing cedar roofing shakes can  
22 cost up to 1.5–2 times as much as shingles. On average, installation of cedar roofing shakes costs  
23 approximately \$15,200–\$24,000 (for a roof size 1,400–2,100 square feet), depending on the type  
24 and finish options.

25           156. CSSB Certi-Label shakes and shingles, which are installed on the roofs and  
26 exterior walls of residential dwellings and commercial buildings, constitute an economically  
27

1 distinct relevant product market in the United States and account for roughly 95% of the cedar  
2 shake and shingles purchased in the United States.

3 157. Manufacturers that do not have the ability to market their products as Certi-Label  
4 cedar shakes and shingles only have access to a small fraction of the high-end cedar shake and  
5 shingle market.

6 158. As a result, a manufacturing participant in this market must be a member of the  
7 CSSB. Although non-CSSB or “non-bureau” mills can produce shingles that comply with the  
8 CSSB-97 grading rules, the substantial price difference between CSSB Certi-Label cedar shakes  
9 and shingles and the same grades produced by non-bureau mills is 15%–20%. This prevents non-  
10 bureau mills from being able to compete effectively for the high-value cedar logs and cut blocks  
12 that must be obtained in order to produce high-end cedar shake and shingle products.

13 **C. The structure and characteristics of the Certi-Label cedar shakes and**  
14 **shingles market make the conspiracy economically plausible.**

15 **1. The Certi-Label cedar shakes and shingles market is vertically**  
16 **integrated.**

17 159. The cedar shake and shingle industry has become highly vertically integrated,  
18 particularly as a result of acquisitions by the Manufacturer Defendants.

19 160. For example, Defendant Waldun states on its website that it “has integrated the  
20 various aspects of cedar manufacturing, producing cedar lumber, shakes, and value-added  
21 rebuffed and rejoined sidewall shingles.”

22 161. Vertically integrated industries such as this one are highly susceptible to collusion  
23 because the dominant firms control all or nearly all aspects of the supply chain, and thus have the  
24 ability to coordinate on output and inventory levels and, ultimately, prices.

25 **2. Demand for Certi-Label cedar shakes and shingles is inelastic.**

26 162. Consumer demand for cedar shakes and shingles is relatively unaffected by price,  
27 thus rendering it inelastic. Inelastic demand means that increases in price result in limited  
28 declines in quantity sold in the market. In order for a group of companies to profit from raising



1 prices above competitive levels, demand must be inelastic at competitive prices, which allows  
2 group members to raise prices without seeing a decline in sales revenue.

3 163. While demand for cedar shakes and shingles is driven by residential and  
4 consumer construction, consumer demand for these particular products is unaffected by a  
5 significant and non-transitory price increase in them.

6 164. Demand inelasticity for cedar shakes and shingles is not surprising when one  
7 examines their distinctive product qualities and attributes compared to shakes and shingles not  
8 bearing the CSSB's Certi-Label as well as other roofing and siding materials, as discussed  
9 further below.

10 **3. Certi-Label cedar shakes and shingles are commodity-like**  
11 **products.**

12 165. Cedar shake and shingle products bearing the CSSB's Certi-Label trademark—the  
13 products at issue in this case—are undifferentiated, commodity-like products because each  
14 manufacturers' product within a relevant product type, size, and grade is interchangeable with the  
15 corresponding product of another manufacturer that also bears the Certi-Label trademark for that  
16 particular product type, size, and grade.

17 166. Stated another way, Certi-Label cedar shakes and shingles are commodity-like  
18 products with little or no product differentiation based on manufacturer. To be sold as a product  
19 bearing the CSSB Certi-Label, all products must be uniform and meet the specifications required  
20 by the CSSB.

21 167. Consequently, price is the primary basis on which the Manufacturer Defendants  
22 and co-conspirator manufacturers compete for sales. In cases like this, anticompetitive  
23 coordination on pricing among competitors is easier because they cannot differentiate their  
24 products on other bases, like meaningful quality differences, to customers.

25 **4. There are no significant substitutes for cedar shakes and**  
26 **shingles.**

27 168. There are no significant substitutes for Certi-Label cedar shakes and shingles.

1 While there are potential substitute products—non-Certi-Label shakes and shingles, asphalt  
 2 shingle roofs, ceramic tile roofs, slate roofs, vinyl siding, or a different type of wood siding—the  
 3 characteristics of those products lack the unique characteristics of Certi-Label cedar wood shakes  
 4 and shingles.

5 169. Cedar shakes and shingles have a historic appearance and texture that cannot be  
 6 attained with modern non-cedar products. They are considered high-end products that have a  
 7 distinctive look and feel. They are typically found on more expensive homes and upscale  
 8 commercial buildings. One exemplar follows:



**Residence with Cedar Shakes and Shingles**

19 170. Cedar shakes and shingles are also more durable, which offers long-term cost  
 20 savings compared to other products. This is reflected in the fact that these products have  
 21 significantly longer warranties than alternative products.

22 171. Certi-Label cedar shakes and shingles, moreover, are significantly different from  
 23 other kinds of cedar shakes and shingles. As discussed above, the CSSB label is perceived as  
 24 guaranteeing a certain quality product, and due to that reputation, many architects and builders  
 25 require Certi-Label products in their building specifications. As evidence of this, Certi-Label  
 26 cedar shakes and shingles have near 100% market share in the northeastern United States, Pacific  
 27 Northwest, Mountain West, and Midwest.

172. For all these reasons, Certi-Label cedar shakes and shingles are significantly more expensive than alternative products. On average, these products are 15-20% more expensive than non-Certi-Label shakes and shingles, and approximately twice as expensive as other kinds of commonly used roofing and siding products, like asphalt shingles, ceramic tiles, and vinyl siding.

173. Further, Certi-Label cedar shakes and shingles are only a small component of the overall cost of a home or building, so consumers are unlikely to substitute other products in the face of increasing prices.

**5. The Certi-Label cedar shakes and shingles market is highly concentrated.**

174. The cedar shake and shingle industry has become significantly consolidated over the past two decades, with shake and shingle manufacturers now operating only in the Pacific Northwest. There are currently 45 total manufacturers who are members of CSSB: 17 manufacturers operate in Washington, three operate in Idaho, and 25 operate in British Columbia.

175. Manufacturer Defendants are the three largest members of the CSSB. On information and belief, these Defendants, together with a handful of the largest co-conspirator manufacturers, collectively possess market power sufficient to control prices in and exclude price competition from the high-end cedar shake and shingle market.

**6. The voting structure of the CSSB concentrates power in the hands of the largest manufacturers.**

176. As discussed above, the structure of the CSSB allows Manufacturer Defendants to use the CSSB for anticompetitive purposes. These include colluding to fix prices on Certi-Label cedar shake and shingle products and to expel CSSB members, including upstart and low-cost rivals, that engage in price competition, thereby preventing them from using the indispensable CSSB label. These actions blatantly violate § 1 of the Sherman Act, which prohibits the member competitors of a trade association from engaging in collusive joint action that hinders robust

1 competition.

2 177. The CSSB grants member mills weighted votes based on each mill member's  
3 annual Certi-Label cedar shake and shingle production.

4 178. During the last five years, several powerful, large mill members of the CSSB have  
5 conspired to promote and adopt an anticompetitive agenda that further concentrates voting power  
6 on the Board of Directors in their hands. Led by Waldun and Anbrook, whose executives have  
7 served on the CSSB Board of Directors during each of the last 10 years, the largest mill members  
8 of the CSSB have utilized their weighted voting power to defeat bylaw proposals by small CSSB  
9 members to eliminate weighted voting on non-manufacturing matters and to impose term limits  
10 on directors. This same group of large mills, again led by co-defendants Waldun and Anbrook,  
12 increased their collective power over the CSSB by adopting bylaw changes that reduced the  
13 number of seats on the Board of Directors, reduced membership meeting quorum requirements,  
14 and ensured that the Board chairperson (who is currently Anbrook's President) was not  
15 constrained by the historic practice of voting only in the event of a tie but rather was afforded  
16 full voting rights like other members of the Board of Directors.

17 **7. Defendants had ample opportunity to conspire.**

18 179. Defendants had numerous opportunities to discuss, agree and act on  
19 anticompetitive schemes that had the purpose and intent of artificially raising the prices of Certi-  
20 Label cedar shakes and shingles.

21 180. *First*, Manufacturer Defendants and their co-conspirators are members of the  
22 CSSB, which provided an important opportunity to meet and collude with one another.

23 181. Manufacturer Defendants each have executives who serve on the CSSB Board of  
24 Directors. Brooke Meeker, President and CEO of Anbrook, has been a member of the CSSB  
25 Board of Directors for more than 10 years and is the current Board Chairman. Curtis Walker,  
26 President and CEO of Waldun, has been a member of the CSSB Board of Directors for more than  
27 10 years and is the current Secretary/Treasurer. G&R Cedar Sales Manager Stuart Dziedzic also  
28

1 currently sits on the Board of Directors. Other Certi-Label cedar shake and shingle manufacturer  
 2 companies on the Board of Directors include co-conspirators A&R, Best, Premium Cedar, and  
 3 Watkins.

4 182. As noted above, every year in August or September, the CSSB holds its Annual  
 5 General Meeting, which includes a meeting of the Board of Directors, usually in British  
 6 Columbia. The CSSB, moreover, holds regular conference calls and in-person meetings in and  
 7 around the Pacific Northwest during the year. Finally, as noted above, the CSSB holds various  
 8 *ad hoc* events during the year attended by the Manufacturer Defendants' executives and senior  
 9 management..

10 183. *Second*, the close proximity of Defendants and many manufacturer co-  
 12 conspirators provided ample opportunities to meet and discuss pricing of Certi-Label cedar  
 13 shakes and shingles as well as to conspire to exclude and eliminate competitive threats from the  
 14 market.

15 184. Manufacturer Defendants are all located in the greater Vancouver, British  
 16 Columbia metro area. Anbrook is headquartered in Pitt Meadows, British Columbia, while  
 17 Waldun is headquartered in the neighboring city, Maple Ridge, British Columbia—  
 18 approximately 16 miles east of Anbrook. G&R Cedar is based in Matsqui, which is only about 23  
 19 miles to the west of both cities. Additionally, Defendant CSSB is located just outside the  
 20 Vancouver metro area in Mission, British Columbia—approximately 7 miles east of Waldun.

21 185. Many of the co-conspirator manufacturers are also located close to each other and  
 22 to Defendants. For example, Premium Cedar and Watkins are both located in Maple Ridge,  
 23 British Columbia, the same city where Waldun is located. A&R and Best are both headquartered  
 24 in Hoquiam, Washington.

25 **8. High entry barriers exist in the Certi-Label cedar shakes and**  
 26 **shingles market.**

27 186. There are significant barriers to entering the United States market for Certi-Label  
 28 cedar shakes and shingles. This reality makes it difficult for upstart and potential competitors to

enter the market in a meaningful way in order to offer competitive prices for these cedar shakes and shingles to purchasers.

187. To effectively compete with Certi-Label cedar shake and shingle products, the product must bear the CSSB trademark. Although non-CSSB or “non-bureau” manufacturers can produce shingles that comply with the CSSB-97 grading rules, they cannot use Certi-Label packaging slips. There is a 15%-20% price difference between CSSB Certi-Label cedar shakes and shingles and the same grades of product produced by non-bureau manufacturers. This prevents non-bureau manufacturers from being able to compete effectively for the high-cost cedar logs and cut blocks needed to make cedar shakes and shingles. Accordingly, a manufacturer participant in the cedar shakes and shingles market is required to be a member of the CSSB in order to compete.

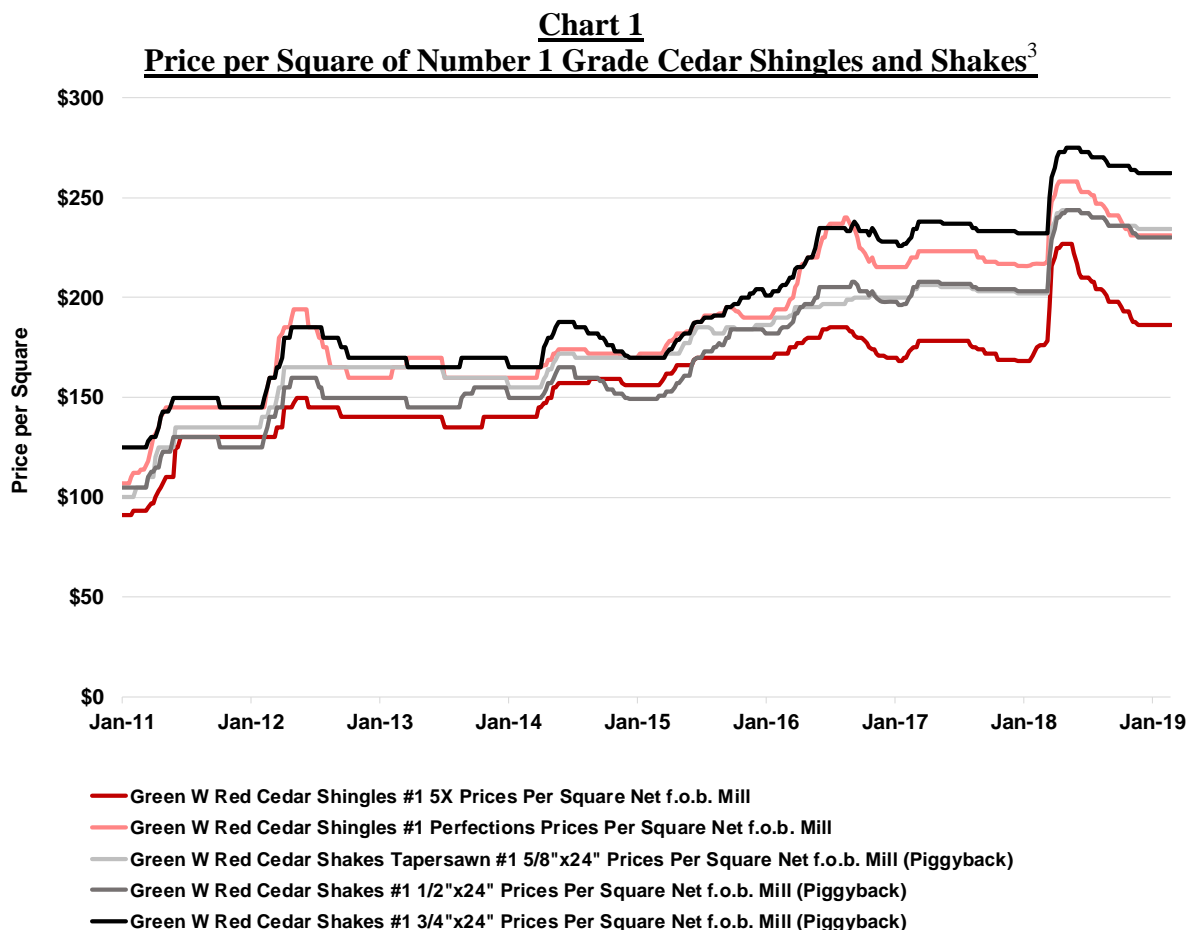
188. Even if an upstart or potential competitor managed to gain entry to CSSB to participate in the Certi-Label cedar shakes and shingles market, that competitor could not deviate from the price-fixing conspiracy implemented by the Defendants and gain substantial market share through price competition. Otherwise, that competitor would be expelled from the CSSB, as was S&W in December 2018.

**D. The performance observed in the Certi-Label cedar shakes and shingles industry makes the conspiracy economically plausible.**

**1. The prices of Certi-Label cedar shakes and shingles since at least 2011 cannot be explained by ordinary market forces.**

189. Since at least January 1, 2011, the prices of Certi-Label cedar shakes and shingles have risen, and this rise cannot be fully explained by normal market forces such as increased raw material costs or increased demand.

190. Since at least January 1, 2011, there has been a consistent increase in the prices of Certi-Label cedar shingles and shakes. For example, as shown in the chart below, prices of Number 1 Grade products have surpassed pre-recession levels, with certain products experiencing 10 percent year-over-year price increases.



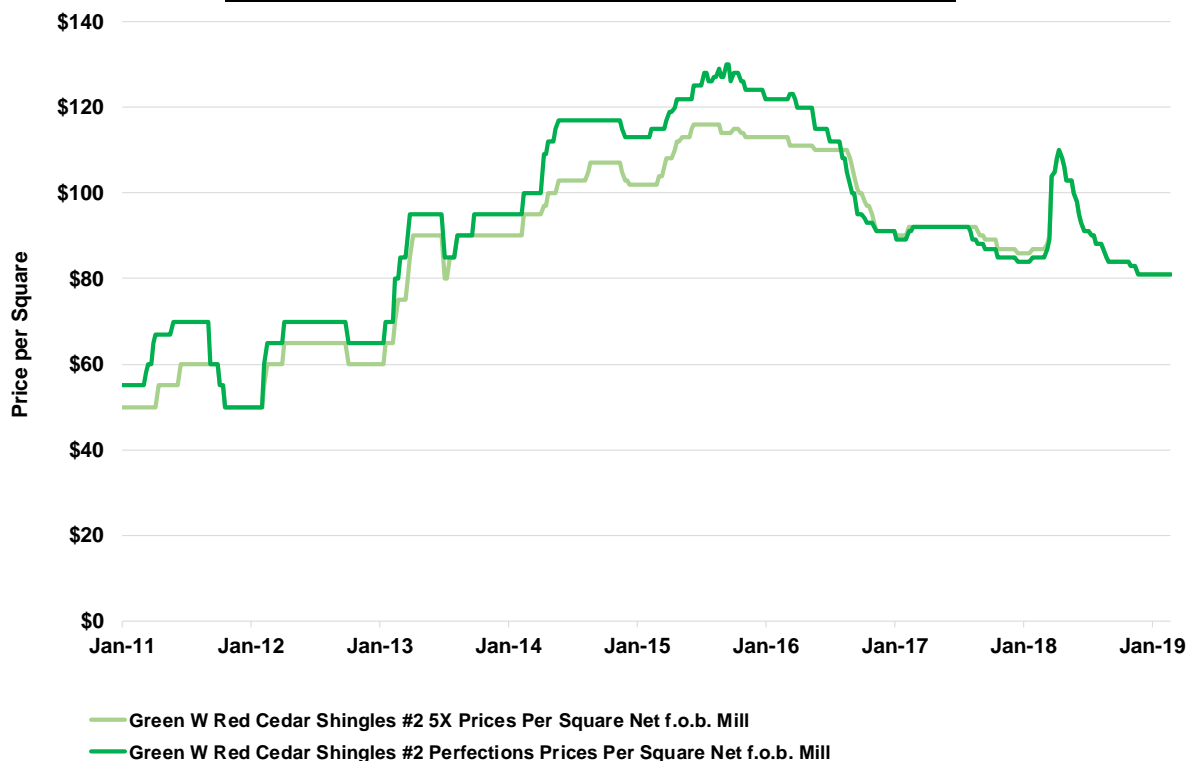
191. Similarly, the price of the lower quality Grade 2 has also increased markedly since 2011, as illustrated in the chart below:

<sup>3</sup> Weekly price series as reported by Random Lengths Publications, Inc.

RESELLER INDIRECT PURCHASER PLAINTIFFS'  
 CONSOLIDATED AMENDED CLASS ACTION  
 COMPLAINT (NO. 2:19-CV-451-MJP) - 44



**Chart 2**  
**Price per Square of Number 2 Grade Cedar Shingles<sup>4</sup>**

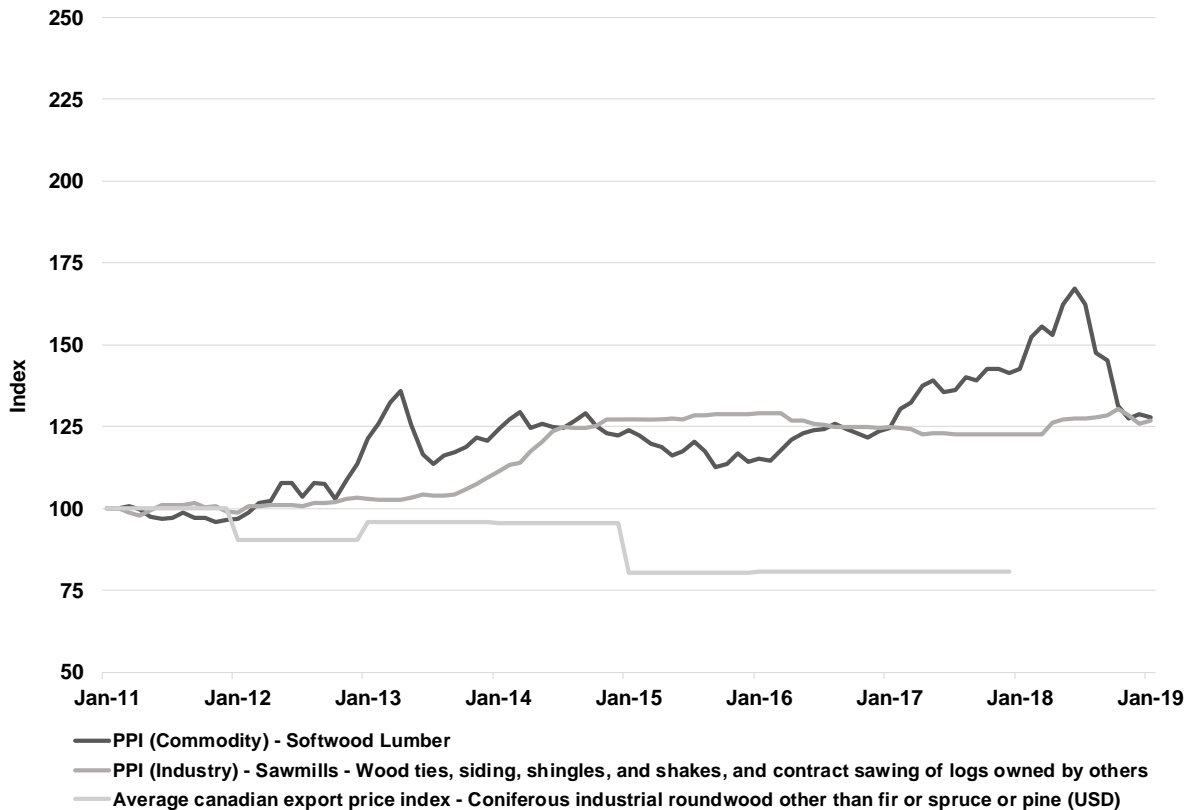


192. The increase in prices for finished Certi-Label cedar shingles and shakes contrasts with much lower price increases for softwood lumber, the main raw material and cost input for these products, as well as the export price of Canadian coniferous timber over the same period. The following chart shows the:

- Producer Price Index (“PPI”) for commodity data for lumber and wood products, covering wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others;
- PPI for industry data for sawmills, covering wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted; and
- Average Canadian export price index for coniferous industrial roundwood other than fir or spruce or pine (USD).

<sup>4</sup> Weekly price series as reported by Random Lengths Publications, Inc.  
 RESELLER INDIRECT PURCHASER PLAINTIFFS’  
 CONSOLIDATED AMENDED CLASS ACTION  
 COMPLAINT (NO. 2:19-CV-451-MJP) - 45

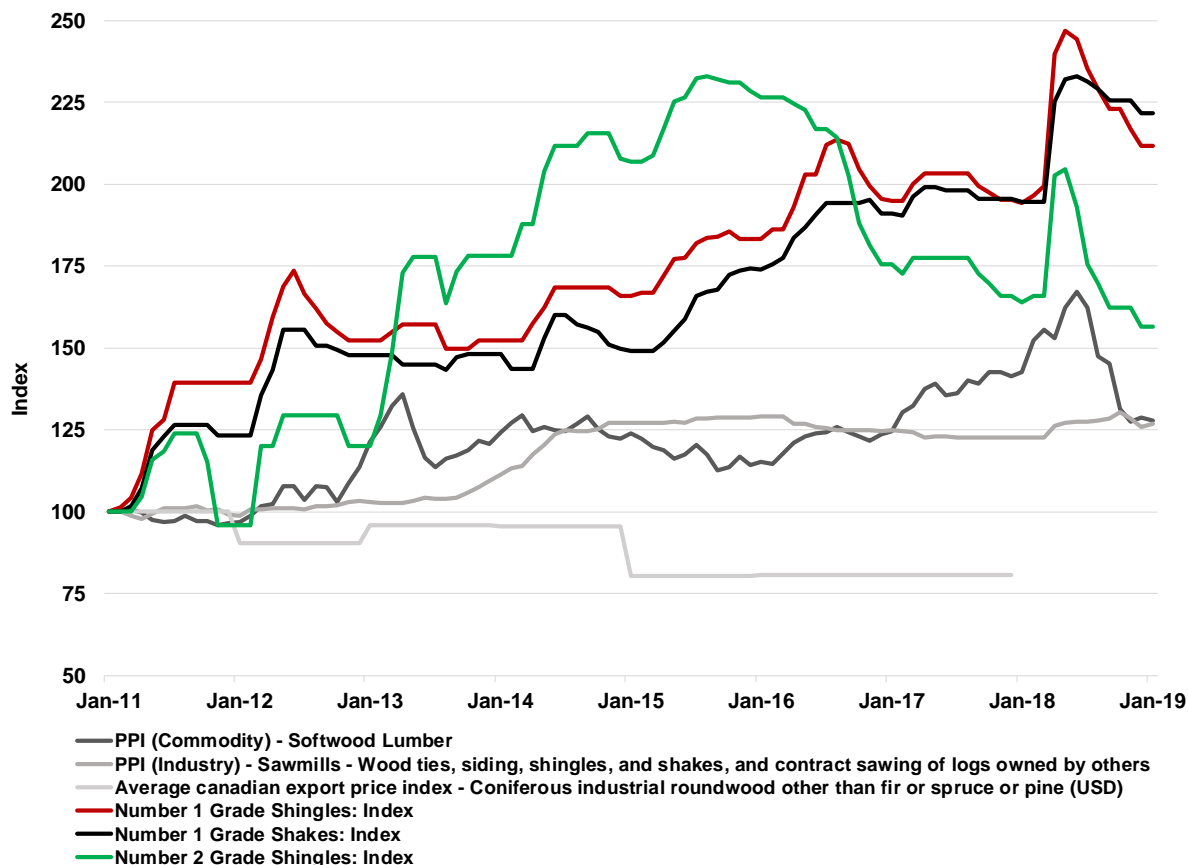
**Chart 3**  
**Producer Price Indices for Softwood Lumber and Sawmill Shingle**  
**and Shake Products vs Price of Canadian Softwood Timber<sup>5</sup>**



193. Comparing the above series shows that prices for cedar shingles and shakes have grown far more rapidly than the prices of other softwood lumber inputs and the price of Canadian timber. This disparity in price increases is also indicated by the following chart:

<sup>5</sup> US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine).

**Chart 4**  
**Index of Cedar Shingles and Shakes Prices vs Input Prices<sup>6</sup>**



194. The above charts and resulting analysis reveals that prices for Certi-Label cedar shingles and shakes have displayed a consistent increase since 2011 when, all else being equal, one would expect a decline as explained below.

195. Moreover, tariffs recently being considered for softwood lumber imports from Canada also do not explain the price increase in cedar shakes and shingles, since those tariffs have not actually been implemented. While a September 2018 decision from the International Trade Administration (“ITA”) suggested that these producers were encompassed by a January

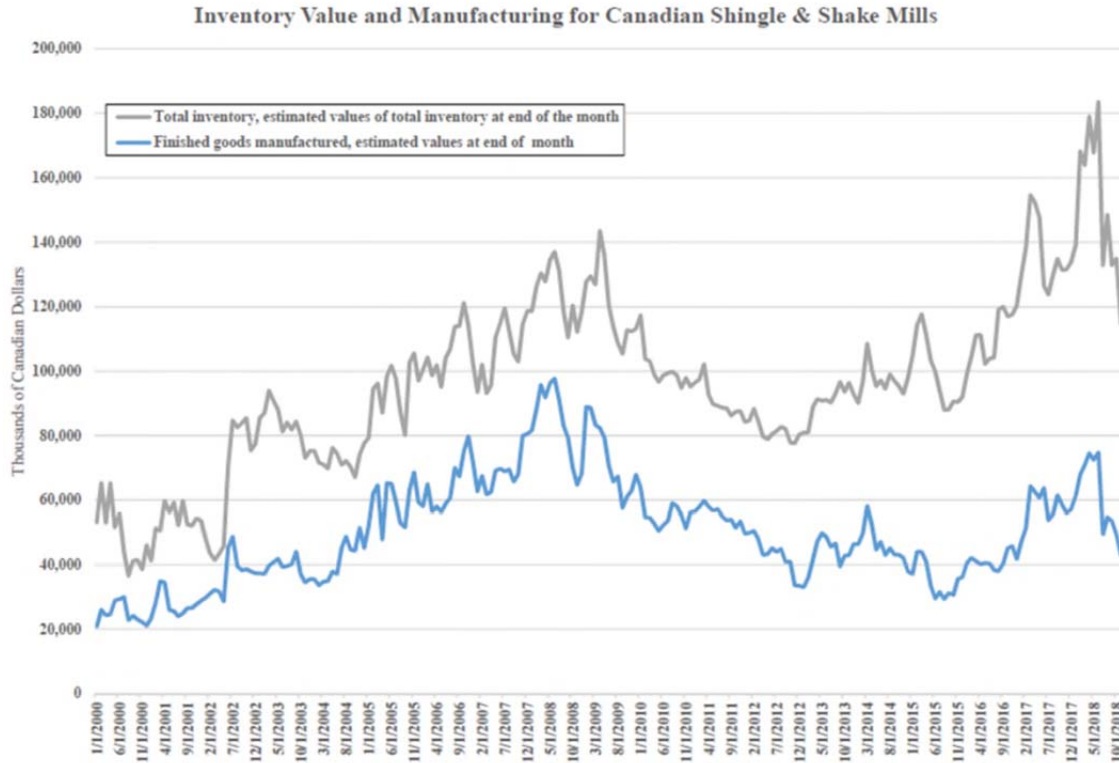
<sup>6</sup> US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine). Weekly price series as reported by Random Lengths Publications, Inc.

1 2018 tariff order, manufacturers formed a Shake and Shingle Alliance (“SSA”) to challenge the  
2 ITA’s decision. On November 8, 2018, SSA sued to challenge the ITA decision in the Court of  
3 International Trade. Information from the International Trade Commission currently shows  
4 cedar shakes and shingles being free of any such tariff.

5 **2. Cedar shakes and shingles inventories have significantly**  
6 **increased in recent years compared to production levels.**

7 196. One indicia of anticompetitive behavior in an industry is unexplained increases in  
8 inventories of a commodity product. During the class period, this indicia was present.

9 197. The chart below is a monthly comparison of the value of inventory of cedar  
10 shakes and siding to the value of cedar shakes and shingles manufactured each month. The  
11 manufacture of new cedar shakes and shingles began declining in 2009 and remained relatively  
12 low through 2016. However, in the 2011-2012 period, the inventories of cedar shakes and  
13 shingles maintained by these manufacturers started to stabilize and then increase substantially.  
14 At the same time, as seen above, prices for shakes and shingles were generally increasing over  
15 this time period. In a competitive market, manufacturers would opt to sell at a lower price rather  
16 than accumulate inventory. This build-up of inventory is suggestive of anti-competitive  
17 restrictions by manufacturers of cedar shakes and shingles in order to maintain or increase  
18 prices.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**E. Traditional conspiracy evidence demonstrates the conspiracy's existence.**

198. Under the auspices of the Certi-Label labeling program, which accounts for the vast majority of cedar shakes and shingles sold in the United States, Defendants and their co-conspirators enacted a scheme to fix pricing and exclude competitive threats from the market.

199. As noted above, due to consolidation and the weighted voting structure of the CSSB, Manufacturer Defendants have obtained a concentration of power in the CSSB. Manufacturer Defendants increased their collective voting power through a series of Board actions in November 2016, November 2017, and November 2018. As a result of these actions, Manufacturer Defendants, along with their co-conspirators, now effectively control the CSSB vote.

200. On information and belief, no later than January 1, 2011 and continuing through the present, Defendants and their co-conspirators conspired to fix prices for Certi-Label cedar shakes and shingle products sold into the United States market.

201. Manufacturer Defendants—the largest manufacturer members of the Board of RESELLER INDIRECT PURCHASER PLAINTIFFS' CONSOLIDATED AMENDED CLASS ACTION COMPLAINT (NO. 2:19-CV-451-MJP) - 49

1 Directors—did this by agreeing among themselves and their co-conspirators (and potentially  
2 others) on prices and price levels to charge for Certi-Label cedar shakes and shingles. As part of  
3 this illicit scheme, Defendants also pressured other CSSB members to hold their prices at  
4 consistent levels and not lower them or offer discounts to customers.

5 202. As part of the same anticompetitive scheme, Manufacturer Defendants and CSSB,  
6 along with their co-conspirators, conspired to eliminate or discipline other CSSB members who  
7 compete on price and who are unwilling to follow the price leadership of Manufacturer  
8 Defendants. This blatantly anticompetitive and illegal motivation resulted in the CSSB Board of  
9 Directors voting to terminate the membership of S&W on December 21, 2018, a membership  
10 that S&W had held for 24 years dating back to 1994.

12 203. In a lawsuit filed against Waldun, Anbrook and CSSB in this District on February  
13 13, 2019, S&W alleges it was expelled from the CSSB for undercutting the pricing set by  
14 Defendants and others pursuant to the conspiracy. As S&W alleges in its complaint: “Throughout  
15 the four years predating the filing of this complaint, Waldun’s Curtis Walker and Anbrook’s  
16 Brooke Meeker have regularly conspired and colluded to fix prices for cedar shake and shingle  
17 products sold into the United States market and have encouraged other mill manufacturers to join  
18 in that price collusion.”

19 204. S&W specifically alleges that the reason it was terminated from the CSSB was  
20 that S&W would not participate in the price-fixing conspiracy. According to S&W, it was forced  
21 out of the CSSB during a “hastily convened special meeting by telephone conference call”  
22 involving presently unknown members of the CSSB Board of Directors. S&W maintains that the  
23 purported reason for its expulsion—a mislabeling violation—is false, pretextual, and  
24 unsupported: “Despite these facts, several CSSB Directors who are executives with Waldun,  
25 Anbrook and a number of other large member mills successfully secured a three-fourths vote in  
26 favor of terminating S&W’s CSSB membership, not because of a mislabeling violation but in  
27 pursuit of their conspiracy to eliminate a competitor unwilling to engage in price fixing or  
28

1 collusion.”

2 205. A sales manager at a wholesale company with whom Plaintiffs’ counsel has  
3 spoken in connection with this matter echoes S&W’s assessment. This person claims he heard  
4 that S&W got kicked out of CSSB “over a fairly minor thing” involving a specialty cut product.

5 206. Kris Watkins, Chief of Operations of Watkins, submitted a declaration in support  
6 of the S&W Forest Products lawsuit. The declaration describes a discussion between Mr. Watkins  
7 and Waldun’s Curtis Walker. During a December 5, 2018, visit that Mr. Walker made to Mr.  
8 Watkins’ office, one of the issues discussed was “shake and shingle pricing.” In response to  
9 Watkins’ comment that his company had decided to absorb some of the impact of a tariff rather  
10 than pass it all on to customers, “Mr. Walker told me that we should not have done this and that  
12 Waldun Forest Products never dropped their pricing.”

13 207. Mr. Watkins continued in his declaration: “This conversation about pricing  
14 continued with Mr. Walker arguing that CSSB mills should hold their prices at consistent levels.  
15 I disagreed and told him such an approach was unrealistic because the smaller self-financed mills  
16 needed to drop their prices during times like winter slowdowns when cash flow was reduced in  
17 order to generate operating cash. Mr. Walker stated that he did not believe that many CSSB mills  
18 would do this. I countered that S&W Forest Products did it from time to time because I recalled  
19 specific situations where we offered shake or shingle products from S&W at discounted prices  
20 because Michael Watkins [Kris Watkins’ relative] stated that the company needed to generate the  
21 cash flow. In response, Mr. Walker appeared very agitated and said: ‘yeah, well we just need to  
22 get rid of that guy.’”

23 208. On information and belief, and as alleged in S&W’s complaint, other  
24 manufacturers besides S&W have been excluded or removed from the CSSB as a result of not  
25 participating in the alleged anticompetitive pricing conspiracy.

26 209. For example, a Former CSSB Member confirmed that the S&W expulsion was  
27 standard operating procedure for any company that crossed the Manufacturer Defendants. This  
28



1 Former CSSB Member stated that Waldun's Walker, in concert with the CSSB Board of  
 2 Directors and his brother, Clay Walker, expelled his company from the CSSB because he refused  
 3 to sell product at a loss to Waldun. The day after this refusal, CSSB's Clay Walker arrived at this  
 4 Former CSSB Member's facility and confiscated all of his Certi-Label tags. Roughly one week  
 5 later, the CSSB expelled this Former CSSB Member from the CSSB because he was allegedly  
 6 violating CSSB-97. This Former CSSB Member promptly called Waldun's Walker and asked  
 7 him why he had been expelled from the CSSB; Walker responded: "Because you made me mad  
 8 that's why!"

9 210. Indeed, CSSB and the Manufacturer Defendants' exclusionary conduct is so well  
 10 known in the CSS industry that another Former CSSB Member colloquially referred to them as  
 11 the "Mafia," and others in the industry have an understanding that the relationship between  
 12 CSSB's Clay Walker and Waldun's Walker allow the Defendants to easily punish companies,  
 13 such as S&W, that deviate from the Defendants' edicts by creating pretextual justifications to  
 14 expel these would-be-competitors from the CSSB.  
 15

16 211. The Former CSSB Members include at least another twenty (20) CSS  
 17 manufacturers (in addition to S&W) that have left the CSSB since 2012. A large (but yet  
 18 unknown) number of these Former CSSB Members are no longer in business.

19 212. The economic consequences for would-be competitors that are expelled from the  
 20 CSSB are significant and potentially fatal to their business. CSSB members therefore joined the  
 21 Bureau, remained in it, and participated in the alleged conspiracy in order to avoid this fate. A  
 22 coerced price fixing agreement such as this one is actionable under the Sherman Act.

23 213. For instance, in the S&W Lawsuit, S&W alleged that it would be forced out of  
 24 business in a matter of months if not re-admitted to the CSSB. S&W stated this was the case  
 25 because it would be forced to charge 15–25% less for non-Certi-Label shakes and shingles than  
 26 for Certi-Label products. In support of this allegation, S&W attached three invoices that showed  
 27 price differences of between roughly 18% and roughly 38%.  
 28

214. In addition to these detailed allegations of how Defendants used the CSSB to implement and police the anticompetitive conspiracy described herein, Plaintiffs also have evidence demonstrating explicit price-fixing discussions among and between the Manufacturer Defendants.

215. For instance, Len Taylor, the President and Owner of Taylor Forest Products, Inc., submitted a declaration in support of the S&W Forest Products lawsuit. The declaration describes a business trip that Mr. Taylor took to British Columbia sometime within the last five years. During the business trip, Mr. Taylor visited Defendant G&R's facility in Chilliwack, British Columbia. The purpose of his visit was to meet with G&R's Sales Manager Stuart Dziedzic.

216. While Mr. Taylor cannot remember the month or year of this meeting, he distinctly recalls what happened during it. Mr. Taylor was waiting in Mr. Dziedzic's office while Mr. Dziedzic was finishing a telephone call. When Mr. Dziedzic got off the phone, Mr. Dziedzic said that some competitors were being tough on him and wanted him to raise G&R's cedar shake and shingle prices.

217. Mr. Taylor is 100% certain that Mr. Dziedzic told him that the call was from either Anbrook's Brooke Meeker or Waldun's Curtis Walker, but he cannot remember which of the two was the person who called him. It was clear, however, from Mr. Dziedzic's statements to Mr. Taylor that Mr. Dziedzic was referring to collective pressure from both Anbrook and Waldun based upon the call Mr. Dziedzic received from either Ms. Meeker or Mr. Walker.

218. Defendants' and co-conspirators' collusive conduct had the intended purpose and effect of increasing the price of Certi-Label cedar shakes and shingles sold to Plaintiffs and the other members of the Classes.

## **VII. CLASS ACTION ALLEGATIONS**

219. Plaintiffs brings this action on behalf of themselves, and as a class action under the Federal Rules of Civil Procedure, Rule 23(a), (b)(2) and (b)(3), seeking injunctive relief

pursuant to federal law, and damages pursuant to various state antitrust, unfair competition, unjust enrichment, and consumer protection laws of the states listed below on behalf of the members of the following classes:

**Nationwide class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in the United States during the Class Period.

**Alaska class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Alaska during the Class Period.

**Arizona class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Arizona during the Class Period.

**Arkansas class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Arkansas during the Class Period.

**California class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in California during the Class Period.

**Colorado class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Colorado during the Class Period.

**Delaware class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Delaware during the Class Period.

**District of Columbia class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in the District of Columbia during the Class Period.

**Florida class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Florida during the Class Period.

**Georgia class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Georgia during the Class Period.

**Hawaii class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Hawaii during the Class Period.

1 **Illinois class:** All persons and entities who indirectly purchased Certi-Label cedar  
2 shakes and shingles from Defendants or co-conspirators for resale in Illinois  
3 during the Class Period.

4 **Iowa class:** All persons and entities who indirectly purchased Certi-Label cedar  
5 shakes and shingles from Defendants or co-conspirators for resale in Iowa during  
6 the Class Period.

7 **Kansas class:** All persons and entities who indirectly purchased Certi-Label cedar  
8 shakes and shingles from Defendants or co-conspirators for resale in Kansas  
9 during the Class Period.

10 **Maine class:** All persons and entities who indirectly purchased Certi-Label cedar  
11 shakes and shingles from Defendants or co-conspirators for resale in Maine  
12 during the Class Period.

13 **Massachusetts class:** All persons and entities who indirectly purchased Certi-  
14 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
15 Massachusetts during the Class Period.

16 **Michigan class:** All persons and entities who indirectly purchased Certi-Label  
17 cedar shakes and shingles from Defendants or co-conspirators for resale in  
18 Michigan during the Class Period.

19 **Minnesota class:** All persons and entities who indirectly purchased Certi-Label  
20 cedar shakes and shingles from Defendants or co-conspirators for resale in  
21 Minnesota during the Class Period.

22 **Mississippi class:** All persons and entities who indirectly purchased Certi-Label  
23 cedar shakes and shingles from Defendants or co-conspirators for resale in  
24 Mississippi during the Class Period.

25 **Missouri class:** All persons and entities who indirectly purchased Certi-Label  
26 cedar shakes and shingles from Defendants or co-conspirators for resale in  
27 Missouri during the Class Period.

28 **Montana class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Montana during the Class Period.

**Nebraska class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Nebraska during the Class Period.

**Nevada class:** All persons and entities who indirectly purchased Certi-Label cedar  
shakes and shingles from Defendants or co-conspirators for resale in Nevada  
during the Class Period.

**New Hampshire class:** All persons and entities who indirectly purchased Certi-  
Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
New Hampshire during the Class Period.

1 **New Mexico class:** All persons and entities who indirectly purchased Certi-Label  
2 cedar shakes and shingles from Defendants or co-conspirators for resale in New  
3 Mexico during the Class Period.

4 **New York class:** All persons and who indirectly purchased Certi-Label cedar  
5 shakes and shingles from Defendants or co-conspirators for resale in New York  
6 during the Class Period.

7 **North Carolina class:** All persons and entities who indirectly purchased Certi-  
8 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
9 North Carolina during the Class Period.

10 **North Dakota class:** All persons and entities who indirectly purchased Certi-  
11 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
12 North Dakota during the Class Period.

13 **Oregon class:** All persons and entities who indirectly purchased Certi-Label cedar  
14 shakes and shingles from Defendants or co-conspirators for resale in Oregon  
15 during the Class Period.

16 **Rhode Island class:** All persons and entities who indirectly purchased Certi-  
17 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
18 Rhode Island during the Class Period.

19 **South Carolina class:** All persons and entities who indirectly purchased Certi-  
20 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
21 South Carolina during the Class Period.

22 **South Dakota class:** All persons and entities who indirectly purchased Certi-  
23 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
24 South Dakota during the Class Period.

25 **Tennessee class:** All persons and entities who indirectly purchased Certi-Label  
26 cedar shakes and shingles from Defendants or co-conspirators for resale in  
27 Tennessee during the Class Period.

28 **Utah class:** All persons and entities who indirectly purchased Certi-Label cedar  
shakes and shingles from Defendants or co-conspirators for resale in Utah during  
the Class Period.

**Vermont class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Vermont during the Class Period.

**Virginia class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Virginia during the Class Period.

**West Virginia class:** All persons and entities who indirectly purchased Certi-  
Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
West Virginia during the Class Period.

1 **Wisconsin class:** All persons and entities who indirectly purchased Certi-Label  
 2 cedar shakes and shingles from Defendants or co-conspirators for resale in  
 3 Wisconsin during the Class Period

4 220. Specifically excluded from the Classes are the Defendants; the officers, directors  
 5 or employees of any Defendant; any entity in which any Defendant has a controlling interest; and  
 6 any affiliate, legal representative, heir or assign of any Defendant. Also excluded from the  
 7 Classes are any federal, state or local governmental entities, any judicial officer presiding over  
 8 this action and the members of his/her immediate family and judicial staff, any juror assigned to  
 9 this action, and any co-conspirator identified in this action. Further excluded from the Classes are  
 10 purchases of value-added products not manufactured, supplied or processed by Defendants, or  
 11 otherwise not under the control of Defendants.

12 221. **Class Period:** The Class Period (also referenced as the Conspiracy Period herein)  
 13 is defined as January 1, 2011 to the present. Additional discovery may reveal that the conduct  
 14 alleged in this Complaint commenced at an earlier time, and Plaintiffs reserve all rights to amend  
 15 this complaint as appropriate.

16 222. **Class Identity:** The above-defined Classes are readily identifiable and are ones  
 17 for which records should exist.

18 223. **Numerosity:** Plaintiffs do not know the exact number of the members of the  
 19 Classes because such information presently is in the exclusive control of Defendants, retailers,  
 20 resellers and other entities in the supply chain of Certi-Label cedar shakes and shingles. Plaintiffs  
 21 believe that due to the nature of the trade and commerce involved, there are hundreds or  
 22 thousands of members of the Classes geographically dispersed throughout the United States,  
 23 such that joinder of all members of the Classes is impracticable.

24 224. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the  
 25 Classes because Plaintiffs purchased Certi-Label cedar shakes and shingles indirectly from one  
 26 or more of the Defendants for resale to end users, and therefore Plaintiffs' claims arise from the  
 27 same common course of conduct giving rise to the claims of the Classes and the relief sought is  
 28 common to the Classes.



1           225.   **Common questions exist and predominate over any individual questions:**

2   There are questions of law and fact common to the Classes, including, but not limited to:

3           226.   Whether Defendants and their co-conspirators engaged in an agreement,  
4   combination, or conspiracy to fix, raise, elevate, maintain, or stabilize prices of Certi-Label cedar  
5   shakes and shingles sold in interstate commerce in the United States;

6           a.   The identity of the participants of the alleged conspiracy;

7           b.   The duration of the conspiracy alleged herein and the acts performed by  
8           Defendants and their co-conspirators in furtherance of the conspiracy;

9           c.   Whether the alleged conspiracy violated federal antitrust law;

10          d.   Whether the alleged conspiracy violated the antitrust and consumer protection  
12          laws of the various states;

13          e.   Whether the conduct of Defendants and their co-conspirators, as alleged in this  
14          Complaint, caused injury to the business or property of the Plaintiffs and the other  
15          members of the Classes;

16          f.   The effect of Defendants' alleged conspiracy on the prices of Certi-Label cedar  
17          shakes and shingles sold in the United States during the Class Period;

18          g.   Whether Plaintiffs and other members of the Classes are entitled to, among other  
19          things, injunctive relief and if so, the nature and extent of such injunctive relief;  
20          and

21          h.   The appropriate class-wide measure of damages.

22          227.   These and other questions of law and fact, which are common to the members of  
23   the Classes, predominate over any questions affecting only individual members of the Classes.

24          228.   **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Classes  
25   in that Plaintiffs' interests are aligned with, and not antagonistic to, those of the other members  
26   of the Classes who indirectly purchased cedar shakes and shingles from Defendants or co-  
27   conspirators for resale, and Plaintiffs have retained counsel competent and experienced in the  
28



1 prosecution of class actions and antitrust litigation to represent themselves and the Classes.

2       229. **Superiority:** A class action is superior to other available methods for the fair and  
 3 efficient adjudication of this controversy since individual joinder of all damaged members of the  
 4 Classes is impractical. Prosecution as a class action will eliminate the possibility of duplicative  
 5 litigation. The relatively small damages suffered by individual members of the Classes compared  
 6 to the expense and burden of individual prosecution of the claims asserted in this litigation  
 7 means that, absent a class action, it would not be feasible for members of the Classes to seek  
 8 redress for the violations of law herein alleged. Further, individual litigation presents the  
 9 potential for inconsistent or contradictory judgments and would greatly magnify the delay and  
 10 expense to all parties and to the court system. Accordingly, a class action presents far fewer case  
 12 management difficulties and will provide the benefits of unitary adjudication, an economy of  
 13 scale, and comprehensive supervision by a single court.

14       230. The prosecution of separate actions by individual members of the Classes would  
 15 create the risk of inconsistent or varying adjudications, establishing incompatible standards of  
 16 conduct for Defendants.

17       231. Plaintiffs bring this action on behalf of all persons similarly situated pursuant to  
 18 Rule 23, on behalf of all persons and entities that, as residents of various states, indirectly  
 19 purchased one or more Certi-Label cedar shakes or shingles that a Defendant or co-conspirator  
 20 manufactured for resale during the Class Period.

21       232. Defendants have acted on grounds generally applicable to the Classes, thereby  
 22 making final injunctive relief appropriate with respect to the Classes as a whole.

## 23 **VIII. ANTITRUST INJURY**

24       233. In an efficient market, manufacturers of Certi-Label cedar shakes and shingles  
 25 would compete on price to keep or increase their market share. For example, a company might  
 26 choose to absorb some of the impact of tariffs rather than passing the price increase to the  
 27 customers. Similarly, smaller self-financed mills may need to drop their prices during winter  
 28

1 slowdowns to generate operating cash.

2 234. Defendants' anticompetitive conduct had the following effects, among others:

- 3 a. Price competition has been restrained or eliminated with respect to Certi-Label
- 4 cedar shakes and shingles;
- 5 b. The prices of Certi-Label cedar shakes and shingles have been fixed, raised,
- 6 stabilized, or maintained at artificially inflated levels; and
- 7 c. Purchasers of Certi-Label cedar shakes and shingles have been deprived of free
- 8 and open competition among cedar shake and shingle manufacturers.

9 235. The purpose of the conspiratorial conduct of Defendants and their con-  
 10 spirators was to raise, fix, or maintain the price of cedar shakes and shingles and, as a direct  
 12 and foreseeable result, Plaintiffs and the other members of the Classes paid supra-competitive  
 13 prices for Certi-Label cedar shakes and shingles during the Class Period.

14 236. By reason of the alleged violations of the antitrust and other laws, Plaintiffs and  
 15 the other members of the Classes have sustained injury to their businesses or property, having  
 16 paid higher prices for Certi-Label cedar shakes and shingles than they would have paid in the  
 17 absence of Defendants' illegal contract, combination, or conspiracy, and as a result have suffered  
 18 damages.

19 237. This is an antitrust injury of the type that the antitrust laws were meant to punish  
 20 and prevent.

## 21 **IX. FRAUDULENT CONCEALMENT AND TOLLING**

22 238. Plaintiffs had neither actual nor constructive knowledge of the facts constituting  
 23 its claim for relief.

24 239. Plaintiffs and the other members of the Classes did not discover, nor could have  
 25 discovered through the existence of reasonable diligence, the existence of the conspiracy alleged  
 26 herein until on or about February 13, 2019, the date on which S&W Forest Products filed its  
 27 antitrust complaint and exposed particularized allegations of collusion among Defendants.

240. Defendants and their co-conspirators engaged in a secret conspiracy that did not reveal facts that would put Plaintiffs and the other members of the Classes on inquiry notice that there was a conspiracy to fix the prices of cedar shakes and shingles.

241. Accordingly, Plaintiff should not have had either actual or constructive knowledge of the conspiracy until the S&W complaint was filed.

242. Furthermore, Defendants and their co-conspirators took active steps to conceal the conspiracy and prevent Plaintiffs and the other members of the Classes from discovering its existence until the S&W complaint was filed. For example, to discuss and implement the conspiracy, Defendants and their co-conspirators met in private at their places of business and during CSSB meetings that were not open to the public. They also discussed the conspiracy during private telephone calls. Finally, Defendants and their co-conspirators did not reveal in their price increase announcements or otherwise that a reason for the price increases and price levels during the Class Period was the anticompetitive conspiracy described herein.

243. Because the alleged conspiracy was kept secret, Plaintiffs and the other members of the Classes were unaware of this unlawful conduct alleged herein and did not know that the prices they paid for Certi-Label cedar shakes and shingles were artificially high during the Class Period.

## **X. CLAIMS FOR RELIEF**

### **A. Claims Under Federal Law**

#### **1. Violation of Section 1 of the Sherman Act**

244. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

245. Beginning at a time currently unknown to Plaintiffs, but at least as early as January 1, 2011, and continuing through the present, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators entered into a continuing agreement, understanding, and conspiracy in restraint of trade artificially to fix, raise, stabilize, and peg prices for Certi-Label

cedar shakes and shingles in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

246. In forming and carrying out the alleged agreement, understanding, and conspiracy, Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices, and course of conduct set forth above, and the following, among others:

- a. Fixing, raising, stabilizing, and maintaining the price of Certi-Label cedar shakes and shingles; and
- b. Excluding upstart and lower-cost cedar shake and shingle manufacturers from the Certi-Label cedar shakes and shingles market.

247. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased Certi-Label cedar shakes and shingles manufactured by Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

248. Plaintiffs and members of the Classes have been injured and will continue to be injured in their businesses and property by paying more for Certi-Label cedar shakes and shingles manufactured by Defendants and their co-conspirators for resale than they would have paid and will pay in the absence of the combination and conspiracy.

**B. State Law Antitrust Claims<sup>7</sup>**

**1. Violation of Arizona's Uniform State Antitrust Act (Arizona Revised Statutes §§ 44-1401, *et seq.*) on behalf of the Arizona Class**

249. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

250. Defendants have entered into an unlawful agreement in restraint of trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.*

251. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Arizona.

252. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred within Arizona, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

253. During the Class Period, Defendants' illegal conduct was flagrant and substantially affected Arizona's trade and commerce.

254. As a direct and proximate cause of Defendants' unlawful conduct, members of the Arizona Class have been injured in their business or property and are threatened with further injury.

255. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and all of their co-conspirators have been fixed, raised, maintained and stabilized at

---

<sup>7</sup> Whenever Defendants' unlawful conduct is discussed in any allegation below, this should be read to include the conduct of named and unnamed co-conspirators.

1 artificially high, non-competitive levels throughout the United States; and

- 2 c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the  
3 Defendants and their co-conspirators have been deprived of the benefits of free  
4 and open competition.

5 256. By reason of the foregoing, Defendants entered into agreements in restraint of  
6 trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.* Accordingly, members of the  
7 Arizona Class are entitled to and seek all damages and other forms of relief available under  
8 Arizona Revised Statutes §§ 44-1401, *et seq.*

9 257. Notice and a copy of this Complaint is being served upon the Arizona Attorney  
10 General on behalf of the Arizona Class. Ariz. Rev. Stat. § 44-1415.

12 **2. Violation of California's Cartwright Act (Cal. Bus. & Prof.  
13 Code § 1600, *et seq.*) on behalf of the California Class**

14 258. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
15 allegation set forth in the preceding paragraphs of this Complaint.

16 259. Defendants have entered into an unlawful agreement in restraint of trade in  
17 violation of the California Business and Professions Code §§ 16700, *et seq.*, ("The Cartwright  
18 Act").

19 260. California policy is that "vigorous representation and protection of consumer  
20 interests are essential to the fair and efficient functioning of a free enterprise market economy,"  
21 including by fostering competition in the marketplace. Cal. Bus. & Prof. Code § 301.

22 261. Under the Cartwright Act, indirect purchasers have standing to bring and maintain  
23 an action for damages and other relief based on the facts alleged in this Complaint. Cal. Bus. &  
24 Prof. Code § 16750(a).

25 262. Under California law, a trust is any combination intended for various purposes,  
26 including but not limited to creating or carrying out restrictions in trade or commerce, limiting or  
27 reducing the production or increasing the price of merchandise, or preventing competition in the  
28 market for a commodity. Cal. Bus. & Prof. Code § 16720. Every trust in California is unlawful

except as provided by the Code. Cal. Bus. & Prof. Code § 16726.

263. During the Class Period, Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade and commerce described above in violation of Section 16720 of the California Business and Professions Code. Defendants, and each of them, have acted in violation of Section 16720 of the California Business and Professions Code to fix, raise, stabilize, and/or maintain prices of Certi-Label cedar shakes and shingles at supra-competitive levels. The aforesaid violations of Section 16720 of the California Business and Professions Code consisted, without limitation, of a continuing unlawful trust and concert of action among the Defendants and their co-conspirators, the substantial terms of which were to fix, raise, maintain, and/or stabilize the prices of Certi-Label cedar shakes and shingles.

264. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and all of their Co-Conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

265. The California Class purchased Certi-Label cedar shakes and shingles within the State of California during the Class Period.

266. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

267. Defendants' anticompetitive conduct was knowing, willful and constitutes a flagrant violation of the California Business and Professions Code §§ 16700, *et seq.*



1           268. For the purpose of forming and effectuating the unlawful trust, Defendants and  
 2 their co-conspirators have done those things which they combined and conspired to do, including  
 3 but not in any way limited to the acts, practices and course of conduct set forth above and the  
 4 following: fixing, raising, stabilizing, and/or pegging the price of Certi-Label cedar shakes and  
 5 shingles.

6                   **3. Violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.***  
 7                   **on behalf of the Colorado Class.**

8           269. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 9 allegation set forth in the preceding paragraphs of this Complaint.

10          270. Defendants have entered into an unlawful agreement in restraint of trade in  
 11 violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.*

12          271. The combination and conspiracy alleged herein has had the following effects,  
 13 among others:

- 14           a. Price competition in the sale of Certi-Label cedar shakes and shingles has been  
 15 restrained, suppressed, and/or eliminated in the United States;  
 16           b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and  
 17 all of their Co-Conspirators have been fixed, raised, maintained and stabilized at  
 18 artificially high, non-competitive levels throughout the United States; and  
 19           c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the  
 20 Defendants and their co-conspirators have been deprived of the benefits of free  
 21 and open competition.

22          272. During the Class Period, Defendants' illegal conduct substantially affected  
 23 Colorado commerce.

24          273. As a direct and proximate result of Defendants' unlawful conduct, members of the  
 25 Colorado Class have been injured in their business and property and are threatened with further  
 26 injury.

27          274. By reason of the foregoing, Defendants entered into agreements in restraint of  
 28 RESELLER INDIRECT PURCHASER PLAINTIFFS'  
 CONSOLIDATED AMENDED CLASS ACTION  
 COMPLAINT (NO. 2:19-CV-451-MJP) - 66

trade in violation of Colorado Revised Statutes §§ 6-4-101, *et seq.* Accordingly, Colorado Plaintiff(s) and members of the Colorado Class seek all damages and other forms of relief available under Colorado Revised Statutes §§ 6-4-101, *et seq.*

275. Notice and a copy of this Complaint is being served upon the Colorado Attorney General on behalf of the Colorado Class. Colo. Rev. Stat. § 6-4-115.

**4. Violation of the District of Columbia Antitrust Act (D.C. Code § 28-4501, *et seq.*) on behalf of the District of Columbia Class**

276. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

277. The policy of District of Columbia Code, Title 28, Chapter 45 (Restraints of Trade) is to “promote the unhampered freedom of commerce and industry throughout the District of Columbia by prohibiting restraints of trade and monopolistic practices.”

278. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and all of their Co-Conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

279. Members of the District of Columbia Class purchased Certi-Label cedar shakes and shingles within the District of Columbia during the Class Period. But for Defendants’ conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

280. Under District of Columbia law, indirect purchasers have standing to maintain an RESELLER INDIRECT PURCHASER PLAINTIFFS’ CONSOLIDATED AMENDED CLASS ACTION COMPLAINT (NO. 2:19-CV-451-MJP) - 67

1 action under the antitrust provisions of the D.C. Code based on the facts alleged in this  
 2 Complaint, because “any indirect purchaser in the chain of manufacture, production or  
 3 distribution of goods...shall be deemed to be injured within the meaning of this chapter.” D.C.  
 4 Code § 28-4509(a).

5 281. Defendants contracted, combined or conspired to act in restraint of trade within  
 6 the District of Columbia, and monopolized or attempted to monopolize the market for Certi-  
 7 Label cedar shakes and shingles within the District of Columbia, in violation of D.C. Code § 28-  
 8 4501, *et seq.*

9 282. Members of the District of Columbia Class were injured with respect to purchases  
 10 of Certi-Label cedar shakes and shingles in the District of Columbia and are entitled to all forms  
 12 of relief, including actual damages, treble damages, and interest, reasonable attorney’s fees and  
 13 costs.

14 **5. Violation of the Illinois Antitrust Act (740 §§ ILCS 10/1, *et***  
 15 ***seq.*) on behalf of the Illinois Class**

16 283. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 17 allegation set forth in the preceding paragraphs of this Complaint.

18 284. The Illinois Antitrust Act, 740 ILCS 10/1, *et seq.*, aims “to promote the  
 19 unhampered growth of commerce and industry throughout the State by prohibiting restraints of  
 20 trade which are secured through monopolistic or oligarchic practices and which act or tend to act  
 21 to decrease competition between and among persons engaged in commerce and trade. . . .” 740  
 22 ILCS 10/1.

23 285. Members of the Illinois Class have standing to pursue claims against the  
 24 Defendants and their co-conspirators, as the Illinois Antitrust Act provides in relevant part that,  
 25 “[n]o provision of this Act shall deny any person who is an indirect purchaser the right to sue for  
 26 damages.” 740 ILCS 10/7.

27 286. Members of the Illinois Class purchased Certi-Label cedar shakes and shingles  
 28 within the State of Illinois during the Class Period. But for Defendants’ conduct set forth herein,

1 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
2 determined at trial.

3 287. Under the Illinois Antitrust Act, indirect purchasers have standing to maintain an  
4 action for damages based on the facts alleged in this Complaint. 740 ILCS 10/7(2).

5 288. Defendants made contracts or engaged in a combination or conspiracy with each  
6 other, though they would have been competitors but for their prior agreement, for the purpose of  
7 fixing, controlling or maintaining prices for Certi-Label cedar shakes and shingles sold, and/or  
8 for allocating customers or markets for Certi-Label cedar shakes and shingles within the  
9 intrastate commerce of Illinois.

10 289. Defendants further unreasonably restrained trade or commerce and established,  
12 maintained or attempted to acquire monopoly power over the market for Certi-Label cedar  
13 shakes and shingles in Illinois for the purpose of excluding competition, in violation of 740 ILCS  
14 10/1, *et seq.*

15 290. During the Class Period, Defendants' illegal conduct substantially affected Illinois  
16 commerce, including by causing the price of Certi-Label cedar shakes and shingles in Illinois to  
17 be artificially elevated to the detriment of the members of the Illinois Class.

18 291. Members of the Illinois Class were injured with respect to purchases of Certi-  
19 Label cedar shakes and shingles in Illinois and are entitled to all forms of relief, including actual  
20 damages, treble damages, reasonable attorney's fees, and costs.

21 **6. Violation of Iowa Competition Law (Iowa Code §§ 553.1, *et***  
22 ***seq.*) on behalf of the Iowa Class**

23 292. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 293. The Iowa Competition Law aims to "prohibit[] restraint of economic activity and  
26 monopolistic practices." Iowa Code § 553.2.

27 294. Members of the Iowa Class purchased Certi-Label cedar shakes and shingles  
28 within the State of Iowa during the Class Period. But for Defendants' conduct set forth herein,

1 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
2 determined at trial.

3 295. Defendants contracted, combined or conspired to restrain or monopolize trade in  
4 the market for Certi-Label cedar shakes and shingles, and attempted to establish or did in fact  
5 establish a monopoly for the purpose of excluding competition or controlling, fixing or  
6 maintaining prices for Certi-Label cedar shakes and shingles, in violation of Iowa Code § 553.1,  
7 *et seq.*

8 296. During the Class Period, Defendants' illegal conduct substantially affected Iowa  
9 commerce, including by causing the price in Iowa of cedar shakes and shingles to be artificially  
10 elevated.

12 297. Members of the Iowa Class were injured with respect to purchases of Certi-Label  
13 cedar shakes and shingles in Iowa, and are entitled to all forms of relief, including actual  
14 damages, exemplary damages for willful conduct, reasonable attorney's fees and costs, and  
15 injunctive relief.

16 **7. Violation of the Kansas Restraint of Trade Act (Kan. Stat. Ann.**  
17 **§§ 50-112, *et seq.*) on behalf of the Kansas Class**

18 298. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
19 allegation set forth in the preceding paragraphs of this Complaint.

20 299. The Kansas Restraint of Trade Act aims to prohibit practices which, *inter alia*,  
21 "tend to prevent full and free competition in the importation, transportation or sale of articles  
22 imported into this state." Kan. Stat. Ann. § 50-112.

23 300. Members of the Kansas Class purchased Certi-Label cedar shakes and shingles  
24 within the State of Kansas during the Class Period. But for Defendants' conduct set forth herein,  
25 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
26 determined at trial.

27 301. Under the Kansas Restraint of Trade Act, indirect purchasers have standing to  
28 maintain an action based on the facts alleged in this Complaint. Kan. Stat. Ann § 50-161(b).

302. Defendants combined capital, skill or acts for the purposes of creating restrictions in trade or commerce of Certi-Label cedar shakes and shingles, increasing the price of Certi-Label cedar shakes and shingles, preventing competition in the sale of Certi-Label cedar shakes and shingles, or binding themselves not to sell Certi-Label cedar shakes and shingles, in a manner that established the price of Certi-Label cedar shakes and shingles and precluded free and unrestricted competition among themselves in the sale of Certi-Label cedar shakes and shingles, in violation of Kan. Stat. Ann. § 50-101, *et seq.*

303. Members of the Kansas Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Kansas and are entitled to all forms of relief, including actual damages, reasonable attorney's fees and costs, and injunctive relief.

**8. Violation of Maine's Antitrust Statute (Me. Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*) on behalf of the Maine Class**

304. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

305. Part 3 of Title 10 the Maine Revised Statutes generally governs regulation of trade in Maine. Chapter 201 thereof governs monopolies and profiteering, generally prohibiting contracts in restraint of trade and conspiracies to monopolize trade. Me. Rev. Stat. Ann. Tit. 10, §§ 1101-02.

306. Members of the Maine Class purchased Certi-Label cedar shakes and shingles within the State of Maine during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

307. Under Maine law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Me. Rev. Stat. Ann. Tit. 10, § 1104(1).

308. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Maine, and monopolized or attempted to monopolize the trade or commerce of Certi-Label cedar shakes and

shingles within the intrastate commerce of Maine, in violation of Me. Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*

309. Members of the Maine Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Maine and are entitled to all forms of relief, including actual damages, treble damages, reasonable attorneys' and experts' fees and costs.

**9. Violation of the Michigan Antitrust Reform Act (Mich. Comp. Laws §§ 445.771, *et seq.*) on behalf of the Michigan Class**

310. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

311. The Michigan Antitrust Reform Act aims "to prohibit contracts, combinations, and conspiracies in restraint of trade or commerce...to prohibit monopolies and attempts to monopolize trade or commerce...[and] to provide remedies, fines, and penalties for violations of this act." Mich. Act 274 of 1984.

312. Members of the Michigan Class purchased Certi-Label cedar shakes and shingles within the State of Michigan during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

313. Under the Michigan Antitrust Reform Act, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Mich. Comp. Laws. § 452.778(2).

314. Defendants contracted, combined or conspired to restrain or monopolize trade or commerce in the market for Certi-Label cedar shakes and shingles, in violation of Mich. Comp. Laws § 445.772, *et seq.*

315. Members of the Michigan Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Michigan and are entitled to all forms of relief, including actual damages, treble damages for flagrant violations, interest, costs, reasonable attorney's fees, and injunctive or other appropriate equitable relief.



**10. Violation of Minnesota Antitrust Law (Minn. Stat. §§ 325D.49, *et seq.*) on behalf of the Minnesota Class**

316. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

317. The Minnesota Antitrust Law of 1971 aims to prohibit any contract, combination or conspiracy when any part thereof was created, formed, or entered into in Minnesota; any contract, combination or conspiracy, wherever created, formed or entered into; any establishment, maintenance or use of monopoly power; and any attempt to establish, maintain or use monopoly power, whenever any of these affect Minnesota trade or commerce.

318. Members of the Minnesota Class purchased Certi-Label cedar shakes and shingles within the State of Minnesota during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

319. Under the Minnesota Antitrust Act of 1971, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Minn. Stat. § 325D.56.

320. Defendants contracted, combined or conspired in unreasonable restraint of trade or commerce in the market for Certi-Label cedar shakes and shingles within the intrastate commerce of and outside of Minnesota; established, maintained, used or attempted to establish, maintain or use monopoly power over the trade or commerce in the market for Certi-Label cedar shakes and shingles within the intrastate commerce of and outside of Minnesota; and fixed prices and allocated markets for Certi-Label cedar shakes and shingles within the intrastate commerce of and outside of Minnesota, in violation of Minn. Stat. § 325D.49, *et seq.*

321. Members of the Minnesota Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Minnesota and are entitled to all forms of relief, including actual damages, treble damages, costs and disbursements, reasonable attorney's fees, and injunctive relief necessary to prevent and restrain violations hereof.

**11. Violation of the Mississippi Antitrust Statute (Miss. Code Ann. § 74-21-1, *et seq.*) on behalf of the Mississippi Class**

322. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

323. Title 75 of the Mississippi Code regulates trade, commerce and investments. Chapter 21 thereof generally prohibits trusts and combines in restraint or hindrance of trade, with the aim that “trusts and combines may be suppressed, and the benefits arising from competition in business [are] preserved” to Mississippians. Miss. Code Ann. § 75-21-39.

324. Trusts are combinations, contracts, understandings or agreements, express or implied, when inimical to the public welfare and with the effect of, inter alia, restraining trade, increasing the price or output of a commodity, or hindering competition in the production or sale of a commodity. Miss. Code Ann. § 75-21-1.

325. Members of the Mississippi Class purchased Certi-Label cedar shakes and shingles within the State of Mississippi during the Class Period. But for Defendants’ conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

326. Under Mississippi law, indirect purchasers have standing to maintain an action under the antitrust provisions of the Mississippi Code based on the facts alleged in this Defendants combined, contracted, understood and agreed in the market for cedar shakes and shingles, in a manner inimical to public welfare, with the effect of restraining trade, increasing the price of cedar shakes and shingles and hindering competition in the sale of cedar shakes and shingles, in violation of Miss. Code Ann. § 75-21-1(a), *et seq.*

327. Defendants monopolized or attempted to monopolize the production, control or sale of Certi-Label cedar shakes and shingles, in violation of Miss. Code Ann. § 75-21-3, *et seq.*

328. Defendants’ Certi-Label cedar shakes and shingles are sold indirectly via distributors throughout the State of Mississippi. During the Class Period, Defendants’ illegal conduct substantially affected Mississippi commerce.

329. Members of the Mississippi Class were injured with respect to purchases of Certi-  
Label cedar shakes and shingles in Mississippi and are entitled to all forms of relief, including  
actual damages and a penalty of \$500 per instance of injury.

**12. Violation of the Missouri Merchandising Practices Act (Mo. Stat. § 407.010, *et seq.*) on behalf of the Missouri Class**

330. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
allegation set forth in the preceding paragraphs of this Complaint.

331. Chapter 407 of the Missouri Merchandising Practices Act (the “MMPA”) generally governs unlawful business practices, including antitrust violations such as restraints of trade and monopolization.

332. Members of the Missouri Class purchased cedar shakes and shingles within the State of Missouri during the Class Period. But for Defendants’ conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

333. Under Missouri law, indirect purchasers have standing to maintain an action under the MMPA based on the facts alleged in this Complaint. *Gibbons v. J. Nuckolls, Inc.*, 216 S.W.3d 667, 669 (Mo. 2007).

334. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Missouri, and monopolized or attempted to monopolize the market for Certi-Label cedar shakes and shingles within the intrastate commerce of Missouri by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Mo. Ann. Stat. § 407.010, *et seq.*

335. Members of the Missouri Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Missouri and are entitled to all forms of relief, including actual damages or liquidated damages in an amount which bears a reasonable relation to the actual damages which have been sustained, as well as reasonable attorney’s fees, costs, and

injunctive relief.

**13. Violation of the Nebraska Junkin Act (Neb. Rev. Stat. § 59-801, *et seq.*) on behalf of the Nebraska Class**

336. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

337. Chapter 59 of the Nebraska Revised Statute generally governs business and trade practices. Sections 801 through 831 thereof, known as the Junkin Act, prohibit antitrust violations such as restraints of trade and monopolization.

338. Members of the Nebraska Class purchased Certi-Label cedar shakes and shingles within the State of Nebraska during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

339. Under Nebraska law, indirect purchasers have standing to maintain an action under the Junkin Act based on the facts alleged in this Complaint. Neb. Rev. Stat. § 59-821.

340. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Nebraska, and monopolized or attempted to monopolize the market for Certi-Label cedar shakes and shingles within the intrastate commerce of Nebraska by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Neb. Rev. Stat. § 59-801, *et seq.*

341. Members of the Nebraska Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Nebraska and are entitled to all forms of relief, including actual damages or liquidated damages in an amount which bears a reasonable relation to the actual damages which have been sustained, as well as reasonable attorney's fees, costs, and injunctive relief.

**14. Violations of the Nevada Unfair Trade Practices Act (Nev. Rev. Stat § 598A.030(1)) on behalf of the Nevada Class**

342. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

343. The Nevada Unfair Trade Practice Act (“NUTPA”) states that “free, open and competitive production and sale of commodities...is necessary to the economic well-being of the citizens of the State of Nevada.” Nev. Rev. Stat. Ann. § 598A.030(1).

344. The policy of NUTPA is to prohibit acts in restraint of trade or commerce, to preserve and protect the free, open and competitive market, and to penalize all persons engaged in anticompetitive practices. Nev. Rev. Stat. Ann. § 598A.030(2). Such acts include price fixing, division of markets, allocation of customers, and monopolization of trade. Nev. Rev. Stat. Ann. § 598A.060.

345. Members of the Nevada Class purchased Certi-Label cedar shakes and shingles within the State of Nevada during the Class Period. But for Defendants’ conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

346. Under Nevada law, indirect purchasers have standing to maintain an action under NUTPA based on the facts alleged in this Complaint. Nev. Rev. Stat. Ann. §598A.210(2).

347. Defendants fixed prices by agreeing to establish prices for Certi-Label cedar shakes and shingles in Nevada, divided Nevada markets, allocated Nevada customers, and monopolized or attempted monopolize trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Nevada, constituting a contract, combination or conspiracy in restraint of trade in violation of Nev. Rev. Stat. Ann. § 598A, *et seq.*

348. Members of the Nevada Class were injured with respect to purchases of cedar shakes and shingles in Nevada in that many of sales of Defendants’ Certi-Label cedar shakes and shingles took place in Nevada, purchased by Nevada consumers at supra-competitive prices caused by Defendants’ conduct.

349. Accordingly, members of the Nevada Class are entitled to all forms of relief, including actual damages, treble damages, reasonable attorney's fees, costs, and injunctive relief.

350. In accordance with the requirements of § 598A.210(3), notice of this action was mailed to the Nevada Attorney General by Plaintiffs.

**15. Violation of New Hampshire's Antitrust Statute (N.H. Rev. Stat. Ann. §§ 356, *et seq.*) on behalf of the New Hampshire Class**

351. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

352. Title XXXI of the New Hampshire Statutes generally governs trade and commerce. Chapter 356 thereof governs combinations and monopolies and prohibits restraints of trade. N.H. Rev. Stat. Ann. §§ 356:2, 3.

353. Members of the New Hampshire Class purchased Certi-Label cedar shakes and shingles within the State of New Hampshire during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

354. Under New Hampshire law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. N.H. Rev. Stat. Ann. § 356:11(II).

355. Defendants fixed, controlled or maintained prices for Certi-Label cedar shakes and shingles, allocated customers or markets for Certi-Label cedar shakes and shingles, and established, maintained or used monopoly power, or attempted to, constituting a contract, combination or conspiracy in restraint of trade in violation of N.H. Rev. Stat. Ann. § 356:1, *et seq.*

356. Members of the New Hampshire Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in New Hampshire and are entitled to all forms of relief, including actual damages sustained, treble damages for willful or flagrant violations, reasonable attorney's fees, costs, and injunctive relief.

**16. Violation of the New Mexico Antitrust Act (N.M. Stat. Ann. §§ 57-1-1, *et seq.*) on behalf of the New Mexico Class.**

357. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

358. The New Mexico Antitrust Act aims to prohibit restraints of trade and monopolistic practices. N.M. Stat. Ann. 57-1-15.

359. Members of the New Mexico Class purchased Certi-Label cedar shakes and shingles within the State of New Mexico during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

360. Under New Mexico law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. N.M. Stat. Ann. § 57-1-3.

361. Defendants contracted, agreed, combined or conspired, and monopolized or attempted to monopolize trade for Certi-Label cedar shakes and shingles within the intrastate commerce of New Mexico, in violation of N.M. Stat. Ann. § 57-1-1, *et seq.*

362. Members of the New Mexico Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in New Mexico and are entitled to all forms of relief, including actual damages, treble damages, reasonable attorney's fees, costs, and injunctive relief.

**17. Violation of New York General Business Laws §§ 340, *et seq.*, on behalf of the New York Class**

363. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

364. Article 22 of the New York General Business Law general prohibits monopolies and contracts or agreements in restraint of trade, with the policy of encouraging competition or the free exercise of any activity in the conduct of any business, trade or commerce in New York. N.Y. Gen. Bus. Law § 340(1).

365. Members of the New York Class purchased Certi-Label cedar shakes and shingles within the State of New York during the Class Period. But for Defendants' conduct set forth



herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

366. Under New York law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. N.Y. Gen. Bus. Law § 340(6).

367. Defendants established or maintained a monopoly within the intrastate commerce of New York for the trade or commerce of Certi-Label cedar shakes and shingles and restrained competition in the free exercise of the conduct of the business of Certi-Label cedar shakes and shingles within the intrastate commerce of New York, in violation of N.Y. Gen. Bus. Law § 340, *et seq.*

368. Members of the New York Class were injured with respect to purchases of cedar shakes and shingles in New York and are entitled to all forms of relief, including actual damages, treble damages, costs not exceeding \$10,000, and reasonable attorney's fees.

**18. Violation of the North Carolina General Statutes §§ 75-1, *et seq.*, on behalf of the North Carolina Class**

369. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

370. Defendants entered into a contract or combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within North Carolina.

371. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the purpose of affecting competition or controlling, fixing, or maintaining prices, a substantial part of which occurred within North Carolina.

372. Defendants' unlawful conduct substantially affected North Carolina's trade and commerce.

373. As a direct and proximate cause of Defendants' unlawful conduct, members of the North Carolina Class have been injured in their business or property and are threatened with

1 further injury.

2 374. By reason of the foregoing, members of the North Carolina Class are entitled to  
3 seek all forms of relief available, including treble damages, under N.C. Gen. Stat. § 75-1, *et seq.*

4 **19. Violation of the North Dakota Uniform State Antitrust Act**  
5 **(N.D. Cent. Code §§ 51-08.1, *et seq.*) on behalf of the North**  
6 **Dakota Class**

7 375. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
8 allegation set forth in the preceding paragraphs of this Complaint.

9 376. The North Dakota Uniform State Antitrust Act generally prohibits restraints on or  
10 monopolization of trade. N.D. Cent. Code § 51-08.1, *et seq.*

11 377. Members of the North Dakota Class purchased Certi-Label cedar shakes and  
12 shingles within the State of North Dakota during the Class Period. But for Defendants' conduct  
13 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
14 amount to be determined at trial.

15 378. Under the North Dakota Uniform State Antitrust Act, indirect purchasers have  
16 standing to maintain an action based on the facts alleged in this Complaint. N.D. Cent. Code §  
17 51-08.1-08.

18 379. Defendants contracted, combined or conspired in restraint of, or to monopolize  
19 trade or commerce in the market for Certi-Label cedar shakes and shingles, and established,  
20 maintained, or used a monopoly, or attempted to do so, for the purposes of excluding competition  
21 or controlling, fixing or maintaining prices for Certi-Label cedar shakes and shingles, in  
22 violation of N.D. Cent. Code §§ 51-08.1-02, 03.

23 380. Members of the North Dakota Class were injured with respect to purchases in  
24 North Dakota and are entitled to all forms of relief, including actual damages, treble damages for  
25 flagrant violations, costs, reasonable attorney's fees, and injunctive or other equitable relief.

26 **20. Violation of the Oregon Antitrust Law (Or. Rev. Stat §§**  
27 **646.705, *et seq.*) on behalf of the Oregon Class**

28 381. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 81

1 allegation set forth in the preceding paragraphs of this Complaint.

2 382. Chapter 646 of the Oregon Revised Statutes generally governs business and trade  
3 practices within Oregon. Sections 705 through 899 thereof govern antitrust violations, with the  
4 policy to “encourage free and open competition in the interest of the general welfare and  
5 economy of the state.” Or. Rev. Stat. § 646.715.

6 383. Members of the Oregon Class purchased Certi-Label cedar shakes and shingles  
7 within the State of Oregon during the Class Period. But for Defendants’ conduct set forth herein,  
8 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
9 determined at trial.

10 384. Under Oregon law, indirect purchasers have standing under the antitrust  
12 provisions of the Oregon Revised Statutes to maintain an action based on the facts alleged in this  
13 Complaint. Or. Rev. Stat. § 646.780(1)(a).

14 385. Defendants contracted, combined, or conspired in restraint of trade or commerce  
15 of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize the trade  
16 or commerce of Certi-Label cedar shakes and shingles, in violation of Or. Rev. Stat. § 646.705, *et*  
17 *seq.*

18 386. Members of the Oregon Class were injured with respect to purchases of Certi-  
19 Label cedar shakes and shingles within the intrastate commerce of Oregon, or alternatively to  
20 interstate commerce involving actual or threatened injury to persons located in Oregon, and are  
21 entitled to all forms of relief, including actual damages, treble damages, reasonable attorney’s  
22 fees, expert witness fees and investigative costs, and injunctive relief.

23 **21. Violation of the Rhode Island Antitrust Act (R.I. Gen. Laws §§**  
24 **6-36-1, *et seq.*) on behalf of the Rhode Island Class**

25 387. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
26 allegation set forth in the preceding paragraphs of this Complaint.

27 388. The Rhode Island Antitrust Act aims to promote the unhampered growth of  
28 commerce and industry throughout Rhode Island by prohibiting unreasonable restraints of trade

1 and monopolistic practices that hamper, prevent or decrease competition. R.I. Gen. Laws § 6-36-  
2 2(a)(2).

3 389. Members of the Rhode Island Class purchased Certi-Label cedar shakes and  
4 shingles within the State of Rhode Island during the Class Period. But for Defendants' conduct  
5 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
6 amount to be determined at trial.

7 390. Under the Rhode Island Antitrust Act, indirect purchasers have standing to  
8 maintain an action based on the facts alleged in this Complaint. R.I. Gen. Laws § 6-36-11(a). In  
9 Rhode Island, the claims of the Class alleged herein run no later than January 1, 2011 (further  
10 investigation and discovery may reveal an earlier date) through the date that the effects of  
12 Defendants' anticompetitive conduct cease.

13 391. Defendants contracted, combined and conspired in restraint of trade of Certi-  
14 Label cedar shakes and shingles within the intrastate commerce of Rhode Island, and established,  
15 maintained or used, or attempted to establish, maintain or use, a monopoly in the trade of Certi-  
16 Label cedar shakes and shingles for the purpose of excluding competition or controlling, fixing  
17 or maintaining prices within the intrastate commerce of Rhode Island, in violation of R.I. Gen.  
18 Laws § 6-36-1, *et seq.*

19 392. Members of the Rhode Island Class were injured with respect to purchases of  
20 Certi-Label cedar shakes and shingles in Rhode Island and are entitled to all forms of relief,  
21 including actual damages, treble damages, reasonable costs, reasonable attorney's fees, and  
22 injunctive relief.

23 **22. Violation of the South Dakota Antitrust Statute (S.D. Codified**  
24 **Laws §§ 37-1, *et seq.*) on behalf of the South Dakota Class**

25 393. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
26 allegation set forth in the preceding paragraphs of this Complaint.

27 394. Chapter 37-1 of the South Dakota Codified Laws prohibits restraint of trade,  
28 monopolies and discriminatory trade practices. S.D. Codified Laws §§ 37-1- 3.1, 3.2.

395. Members of the South Dakota Class purchased Certi-Label cedar shakes and shingles within the State of South Dakota during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

396. Under South Dakota law, indirect purchasers have standing under the antitrust provisions of the South Dakota Codified Laws to maintain an action based on the facts alleged in this Complaint. S.D. Codified Laws § 37-1-33.

397. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of South Dakota, and monopolized or attempted to monopolize trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of South Dakota, in violation of S.D. Codified Laws § 37-1, *et seq.*

398. Members of the South Dakota Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in South Dakota and are entitled to all forms of relief, including actual damages, treble damages, taxable costs, reasonable attorney's fees, and injunctive or other equitable relief.

**23. Violation of the Tennessee Trade Practices Act (Tenn. Code §§ 47-25-101, *et seq.*) on behalf of the Tennessee Class**

399. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

400. The Tennessee Trade Practices Act generally governs commerce and trade in Tennessee, and it prohibits, inter alia, all arrangements, contracts, agreements, or combinations between persons or corporations made with a view to lessen, or which tend to lessen, full and free competition in goods in Tennessee. All such arrangements, contracts, agreements, or combinations between persons or corporations designed, or which tend, to increase the prices of any such goods, are against public policy, unlawful, and void. Tenn. Code, § 47-25-101.

401. Under Tennessee law, indirect purchasers (such as Plaintiff and the Tennessee RESELLER INDIRECT PURCHASER PLAINTIFFS' CONSOLIDATED AMENDED CLASS ACTION COMPLAINT (NO. 2:19-CV-451-MJP) - 84

1 Class) have standing under the Tennessee Trade Practice Acts to maintain an action based on the  
2 facts alleged in this Complaint.

3 402. Defendants competed unfairly and colluded by meeting to fix prices, divide  
4 markets, and otherwise restrain trade as set forth herein, in violation of Tenn. Code, § 47-25-101,  
5 *et seq.*

6 403. Defendant's conduct violated the Tennessee Trade Practice Act because it was an  
7 arrangement, contract, agreement, or combination to lessen full and free competition in goods in  
8 Tennessee, and because it tended to increase the prices of goods in Tennessee. Specifically,  
9 Defendants' combination or conspiracy had the following effects: (1) price competition for Certi-  
10 Label cedar shakes and shingles was restrained, suppressed, and eliminated throughout  
11 Tennessee; (2) prices for Certi-Label cedar shakes and shingles were raised, fixed, maintained  
12 and stabilized at artificially high levels throughout Tennessee; (3) the Tennessee Class was  
13 deprived of free and open competition; and (4) the Tennessee Class paid supra-competitive,  
14 artificially inflated prices for Certi-Label cedar shakes and shingles.  
15

16 404. During the Class Period, Defendants' illegal conduct had a substantial effect on  
17 Tennessee commerce as Certi-Label cedar shakes and shingles were sold in Tennessee.

18 405. The Tennessee Class purchased Certi-Label cedar shakes and shingles within the  
19 State of Tennessee during the Class Period. But for Defendants' conduct set forth herein, the  
20 price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
21 determined at trial. As a direct and proximate result of Defendants' unlawful conduct, the  
22 Tennessee Class has been injured in their business and property and are threatened with further  
23 injury

24 406. Members of the Tennessee Class were injured with respect to purchases of Certi-  
25 Label cedar shakes and shingles in Tennessee and are entitled to all forms of relief available  
26 under the law, including return of the unlawful overcharges that they paid on their purchases,  
27 damages, equitable relief, and reasonable attorney's fees.

**24. Violation of the Utah Antitrust Act (Utah Code Ann. § 76-10-3101, *et seq.*) on behalf of the Utah Class**

407. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

408. The Utah Antitrust Act aims to “encourage free and open competition in the interest of the general welfare and economy of this state by prohibiting monopolistic and unfair trade practices, combinations and conspiracies in restraint of trade or commerce . . . .” Utah Code Ann. § 76-10-3102.

409. Members of the Utah Class purchased Certi-Label cedar shakes and shingles within the State of Utah during the Class Period. But for Defendants’ conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

410. Under the Utah Antitrust Act, indirect purchasers who are either Utah residents or Utah citizens have standing to maintain an action based on the facts alleged in this Complaint. Utah Code Ann. § 76-10-3109(1)(a).

411. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize trade or commerce of Certi-Label cedar shakes and shingles, in violation of Utah Code Ann. § 76-10-3101, *et seq.*

412. Members of the Utah Class who are either Utah residents or Utah citizens were injured with respect to purchases of Certi-Label cedar shakes and shingles in Utah and are entitled to all forms of relief, including actual damages, treble damages, costs of suit, reasonable attorney’s fees, and injunctive relief.

**25. Violation of the West Virginia Antitrust Act (W. Va. Code § 47-18-1, *et seq.*) on behalf of the West Virginia Class**

413. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

414. The violations of federal antitrust law set forth above also constitute violations of

RESELLER INDIRECT PURCHASER PLAINTIFFS’  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 86



1 section 47-18-1 of the West Virginia Code.

2 415. During the Class Period, Defendants and their co-conspirators engaged in a  
3 continuing contract, combination or conspiracy in unreasonable restraint of trade and commerce  
4 and other anticompetitive conduct alleged above in violation of W. Va. Code § 47-18-1, *et seq.*

5 416. Defendants' anticompetitive acts described above were knowing, willful and  
6 constitute violations or flagrant violations of the West Virginia Antitrust Act.

7 417. As a direct and proximate result of Defendants' unlawful conduct, members of the  
8 West Virginia Class have been injured in their business and property in that they paid more for  
9 Certi-Label cedar shakes and shingles than they otherwise would have paid in the absence of  
10 Defendants' unlawful conduct.

12 418. As a result of Defendants' violation of Section 47-18-3 of the West Virginia  
13 Antitrust Act, Members of the West Virginia Class seek treble damages and their cost of suit,  
14 including reasonable attorney's fees, pursuant to section 47-18-9 of the West Virginia Code.

15 **26. Violation of the Wisconsin Antitrust Act (Wis. Stat. §§ 133.01,**  
16 ***et seq.*) on behalf of the Wisconsin Class**

17 419. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
18 allegation set forth in the preceding paragraphs of this Complaint.

19 420. Chapter 133 of the Wisconsin Statutes governs trust and monopolies, with the  
20 intent "to safeguard the public against the creation or perpetuation of monopolies and to foster  
21 and encourage competition by prohibiting unfair and discriminatory business practices which  
22 destroy or hamper competition." Wis. Stat. § 133.01.

23 421. Members of the Wisconsin Class purchased Certi-Label cedar shakes and shingles  
24 within the State of Wisconsin during the Class Period. But for Defendants' conduct set forth  
25 herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount  
26 to be determined at trial.

27 422. Under Wisconsin law, indirect purchasers have standing under the antitrust  
28 provisions of the Wisconsin Statutes to maintain an action based on the facts alleged in this

1 Complaint. Wis. Stat. 133.18(a).

2 423. Defendants contracted, combined or conspired in restraint of trade or commerce  
3 of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize the trade  
4 or commerce of Certi-Label cedar shakes and shingles, with the intention of injuring or  
5 destroying competition therein, in violation of Wis. Stat. § 133.01, *et seq.*

6 424. Members of the Wisconsin Class were injured with respect to purchases of Certi-  
7 Label cedar shakes and shingles in Wisconsin in that the actions alleged herein substantially  
8 affected the people of Wisconsin, with many in Wisconsin paying substantially higher prices for  
9 Certi-Label cedar shakes and shingles in Wisconsin.

10 425. Accordingly, members of the Wisconsin Class are entitled to all forms of relief,  
12 including actual damages, treble damages, costs and reasonable attorney's fees, and injunctive  
13 relief.

14 426. Defendants' and their co-conspirators' anticompetitive activities have directly,  
15 foreseeably, and proximately caused injury to Plaintiffs and members of the Classes in the  
16 United States. Their injuries consist of: (1) being denied the opportunity to purchase lower-  
17 priced Certi-Label cedar shakes and shingles from Defendants and co-conspirators, and (2)  
18 paying higher prices for Defendants' and co-conspirators' Certi-Label cedar shakes and shingles  
19 than they would have in the absence of the alleged misconduct. These injuries are of the type of  
20 the laws of the above States were designed to prevent, and flow from that which makes the  
21 alleged conduct unlawful.

22 427. Defendants are jointly and severally liable for all damages suffered by Plaintiff  
23 and members of the Classes.

24 **C. Violations of State Consumer Protection Law**

25 **1. Violation of Alaska Statute § 45.50.471, *et seq.*, on behalf of the**  
26 **Alaska Class**

27 428. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
28 allegation set forth in the preceding paragraphs of this Complaint.

429. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of Alaska Statute § 45.50.471, *et seq.*

430. Defendants knowingly agreed to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling, and/or maintaining at non-competitive and artificially inflated levels, the prices at which Certi-Label cedar shakes and shingles were sold, distributed, or obtained in Alaska and took efforts to conceal their agreements from members of the Class.

431. The aforementioned conduct on the part of Defendants constituted “unconscionable” and “deceptive” acts or practices in violation of Alaska law.

432. Defendants’ unlawful conduct had the following effects: (1) Certi-Label cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Alaska; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Alaska; (3) members of the Alaska Class were deprived of free and open competition; and (4) members of the Alaska Class paid supra-competitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

433. During the Class Period, Defendants’ illegal conduct substantially affected Alaska commerce and consumers.

434. As a direct and proximate result of Defendants’ unlawful conduct, members of the Alaska Class have been injured and are threatened with further injury.

435. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Alaska Stat. § 45.50.471, *et seq.*, and, accordingly, members of the Alaska Class seek all relief available under that statute.

**2. Violation of the Colorado Consumer Protection Act (Colo. Rev. Stat. §§ 6-1-101, *et seq.*) on behalf of the Colorado Class**

436. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

437. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of Colorado Consumer Protection Act, Colorado Rev.

1 Stat. § 6-1-101, *et seq.*

2 438. Defendants engaged in an unfair and deceptive trade practices during the course  
3 of their business dealings, which significantly impacted Colorado Class members as an actual or  
4 potential consumers of the Defendants' goods and which caused them to suffer injury.

5 439. Defendants took efforts to conceal their agreements from Class members.  
6 Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar shakes and  
7 shingles price competition was restrained, suppressed, and eliminated throughout Colorado; (2)  
8 Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at  
9 artificially high levels throughout Colorado; (3) members of the Colorado Class were deprived of  
10 free and open competition; and (4) members of the Colorado Class paid supracompetitive,  
12 artificially inflated prices for Certi-Label cedar shakes and shingles.

13 440. During the Class Period, Defendants' illegal conduct substantially affected  
14 Colorado commerce and consumers.

15 441. As a direct and proximate result of Defendants' unlawful conduct, members of the  
16 Colorado Class have been injured and are threatened with further injury.

17 442. Defendants have engaged in unfair competition or unfair or deceptive acts or  
18 practices in violation of Colorado Rev. Stat. § 6-1-101, *et seq.*, and, accordingly, members of the  
19 Colorado Class seek all relief available under that statute and as equity demands.

20 **3. Violation of California's Unfair Competition Law (Cal. Bus. &**  
21 **Prof. Code §§ 17200, *et seq.*) ("UCL") on behalf of the**  
22 **California Class**

23 443. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 444. The violations of federal antitrust law set forth above also constitute violations of  
26 section 17200, *et seq.* of California Business and Professions Code.

27 445. Defendants have engaged in unfair competition or unfair, unconscionable,  
28 deceptive or fraudulent acts or practices in violation of the UCL by engaging in the acts and

practices specified above.

446. This claim is instituted pursuant to sections 17203 and 17204 of California Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged herein, that violated the UCL.

447. The Defendants' conduct as alleged herein violated the UCL. The acts, omissions, misrepresentations, practices and non-disclosures of Defendants, as alleged herein, constituted a common, continuous, and continuing course of conduct of unfair competition by means of unfair, unlawful, and/or fraudulent business acts or practices within the meaning of the UCL, including, but not limited to, the violations of section 16720, *et seq.*, of California Business and Professions Code, set forth above.

448. Defendants' acts, omissions, misrepresentations, practices, and non-disclosures, as described above, whether or not in violation of section 16720, *et seq.*, of California Business and Professions Code, and whether or not concerted or independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent.

449. Members of the California Class are entitled to full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been obtained by Defendants as a result of such business acts or practices.

450. The illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future.

451. The unlawful and unfair business practices of Defendants, and each of them, as described above, have caused and continue to cause the members of the California Class to pay supra-competitive and artificially-inflated prices for Certi-Label cedar shakes and shingles sold in the State of California. Members of the California Class suffered injury in fact and lost money or property as a result of such unfair competition.

452. As alleged in this Complaint, Defendants and their co-conspirators have been unjustly enriched as a result of their wrongful conduct and by Defendants' unfair competition.

Members of the California Class are accordingly entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been obtained by Defendants as a result of such business practices, pursuant to California Business and Professions Code sections 17203 and 17204.

**4. Violation of Delaware's Consumer Fraud Act (6 Del. Code §§ 2511, *et seq.*) on behalf of the Delaware Class**

453. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

454. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the Delaware Consumer Fraud Act, 6 Del. Code §2511, *et seq.*

455. Defendants agreed to, and did in fact, act in restraint of trade or commerce in Delaware, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which cedar shakes and shingles were sold, distributed, or obtained in Delaware.

456. Defendants deliberately failed to disclose material facts to Plaintiff and members of the Delaware Class concerning Defendants' unlawful activities and artificially inflated prices for cedar shakes and shingles.

457. Defendants misrepresented to all purchasers during the Class Period that Defendants' cedar shakes and shingles prices were competitive and fair. Defendants' unlawful conduct had the following effects: (1) cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Delaware; (2) cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Delaware; (3) Plaintiff and members of the Delaware Class were deprived of free and open competition; and (4) Plaintiff and members of the Delaware Class paid supracompetitive, artificially inflated prices for cedar shakes and shingles.

458. During the Class Period, Defendants' illegal conduct had a substantial effect on

RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 92

Delaware commerce and consumers.

459. As a direct and proximate result of Defendants' violations of law, members of the Delaware Class suffered an ascertainable loss of money or property as a result of Defendants' use or employment of unconscionable and deceptive commercial practices as set forth above. That loss was caused by Defendants' willful and deceptive conduct, as described herein.

460. Defendants' deception, including their affirmative misrepresentations and omissions concerning the price of Certi-Label cedar shakes and shingles, likely misled all purchasers acting reasonably under the circumstances to believe that they were purchasing Certi-Label cedar shakes and shingles at prices set by a free and fair market.

461. Defendants' misleading conduct and unconscionable activities constitute violations of 6 Del. Code § 2511, *et seq.*, and, accordingly, members of the Delaware Class seek all relief available under that statute.

**5. Violation of the District of Columbia Consumer Protection Procedures Act (D.C. Code § 28-3901, *et seq.*) on behalf of the District of Columbia Class**

462. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

463. Members of the District of Columbia Class purchased Certi-Label cedar shakes and shingles for personal, family, or household purposes.

464. By reason of the conduct alleged herein, Defendants have violated D.C. Code § 28-3901, *et seq.*

465. Defendants are "merchants" within the meaning of D.C. Code § 28-3901(a)(3).

466. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within the District of Columbia.

467. Defendant established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred



1 within the District of Columbia, for the purpose of excluding competition or controlling, fixing,  
2 or maintaining prices in the Certi-Label cedar shakes and shingles market.

3 468. Defendants' conduct was an unfair method of competition, and an unfair or  
4 deceptive act or practice within the conduct of commerce within the District of Columbia.

5 469. Defendants' unlawful conduct substantially affected the District of Columbia's  
6 trade and commerce.

7 470. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
8 District of Columbia Class have been injured in their business or property and are threatened  
9 with further injury.

10 471. By reason of the foregoing, members of the District of Columbia Class are  
12 entitled to seek all forms of relief, including treble damages or \$1500 per violation (whichever is  
13 greater) plus punitive damages, reasonable attorney's fees and costs under D.C. Code § 28-3901,  
14 *et seq.*

15 **6. Violation of the Florida Deceptive and Unfair Trade Practices**  
16 **Act (Fla. Stat. § 501.201(2), *et seq.*) on behalf of the Florida**  
**Class**

17 472. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
18 allegation set forth in the preceding paragraphs of this Complaint.

19 473. The Florida Deceptive & Unfair Trade Practices Act, Florida Stat. §§ 501.201, *et*  
20 *seq.* (the "FDUTPA"), generally prohibits "unfair methods of competition, unconscionable acts  
21 or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce,"  
22 including practices in restraint of trade. Florida Stat. § 501.204(1).

23 474. The primary policy of the FDUTPA is "[t]o protect the consuming public and  
24 legitimate business enterprises from those who engage in unfair methods of competition, or  
25 unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce."  
26 Florida Stat. § 501.202(2).

27 475. A claim for damages under the FDUTPA has three elements: (1) a prohibited  
28

1 practice; (2) causation; and (3) actual damages.

2 476. Under Florida law, indirect purchasers have standing to maintain an action under  
3 the FDUTPA based on the facts alleged in this Complaint. Fla. Stat. § 501.211(a) (“anyone  
4 aggrieved by a violation of this [statute] may bring an action . . .”).

5 477. Members of the Florida Class purchased Certi-Label cedar shakes and shingles  
6 within the State of Florida during the Class Period. But for Defendants’ conduct set forth herein,  
7 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
8 determined at trial.

9 478. Defendants entered into a contract, combination or conspiracy between two or  
10 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
12 shakes and shingles market, a substantial part of which occurred within Florida.

13 479. Defendants established, maintained or used a monopoly, or attempted to establish  
14 a monopoly, of trade or commerce in the market for Certi-Label cedar shakes and shingles, for  
15 the purpose of excluding competition or controlling, fixing or maintaining prices in Florida at a  
16 level higher than the competitive market level, beginning at least as early as January 1, 2011 and  
17 continuing through the date of this filing.

18 480. Accordingly, Defendants’ conduct was an unfair method of competition, and an  
19 unfair or deceptive act or practice within the conduct of commerce within the State of Florida.

20 481. Defendants’ unlawful conduct substantially affected Florida’s trade and  
21 commerce.

22 482. As a direct and proximate cause of Defendants’ unlawful conduct, members of the  
23 Florida Class have been injured in their business or property by virtue of overcharges for Certi-  
24 Label cedar shakes and shingles and are threatened with further injury.

25 483. By reason of the foregoing, members of the Florida Class are entitled to seek all  
26 forms of relief, including injunctive relief pursuant to Florida Stat. §501.208 and declaratory  
27 judgment, actual damages, reasonable attorney’s fees and costs pursuant to Florida Stat. §  
28

501.211.

**7. Violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et seq.*, on behalf of the Hawaii Class**

484. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

485. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et seq.*

486. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Hawaii; (2) Certi-Label cedar shakes and shingles prices were, fixed, maintained, and stabilized at artificially high levels throughout Hawaii; (3) members of the Hawaii Class were deprived of free and open competition; and (4) members of the Hawaii Class paid supracompetitive, artificially inflated prices for cedar shakes and shingles.

487. During the Class Period, Defendants' illegal conduct substantially affected Hawaii commerce and consumers.

488. As a direct and proximate result of Defendants' unlawful conduct, members of the Damages Class have been injured and are threatened with further injury.

**8. Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (Ill. Comp. Stat. Ann. 815 Ill. Comp. Stat. Ann. 505/10a, *et seq.*) on behalf of the Illinois Class**

489. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

490. By reason of the conduct alleged herein, Defendants have violated 740 Ill. Comp. Stat. Ann. 10/3(1), *et seq.*

491. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Illinois.

492. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred within Illinois, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

493. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Illinois.

494. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to members of the Illinois Class.

495. Defendants' unlawful conduct substantially affected Illinois's trade and commerce.

496. As a direct and proximate cause of Defendants' unlawful conduct, members of the Illinois Class were actually deceived and have been injured in their business or property and are threatened with further injury.

497. By reason of the foregoing, members of the Illinois Class are entitled to seek all forms of relief, including actual damages or any other relief the Court deems proper under 815 Ill. Comp. Stat. Ann. 505/10a, *et seq.*

**9. Violation of the Massachusetts Consumer Protection Act  
(Mass. Gen. Laws Ch. 93A § 1, *et seq.*) on behalf of the  
Massachusetts Class**

498. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

499. By reason of the conduct alleged herein, Defendants have violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws Ch. 93A § 2, *et seq.*

500. Members of the Massachusetts Class purchased Certi-Label cedar shakes and shingles within the State of Massachusetts during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

501. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Massachusetts.

502. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the market for Certi-Label cedar shakes and shingles, a substantial part of which occurred within Massachusetts, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

503. Defendants' conduct was an unfair method of competition, and an unfair or deceptive act or practice within the conduct of commerce within the State of Massachusetts.

504. Defendants' unlawful conduct substantially affected Massachusetts' trade and commerce.

505. As a direct and proximate cause of Defendants' unlawful conduct, members of the Massachusetts Class have been injured in their business or property and are threatened with further injury.

506. By reason of the foregoing, members of the Massachusetts Class are entitled to seek all forms of relief, including up to treble damages and reasonable attorney's fees and costs under Mass. Gen. Laws Ch. 93A § 9.

507. Upon information and belief, service of a demand letter on any Defendant was unnecessary due to the defendant not maintaining a place of business within the Commonwealth of Massachusetts or not keeping assets within the Commonwealth. Mass. Gen. Laws Ch. 93A § 2.

**10. Violation of the Michigan Consumer Protection Act (Mich. Comp. Laws Ann. §§ 445.901, *et seq.*) on behalf of the Michigan Class**

508. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

1           509. By reason of the conduct alleged herein, Defendants have violated Mich. Comp.  
2 Laws Ann. § 445.901, *et seq.*

3           510. Defendants have entered into a contract, combination, or conspiracy between two  
4 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
5 shakes and shingles market, a substantial part of which occurred within Michigan.

6           511. Defendants established, maintained, or used a monopoly, or attempted to establish  
7 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
8 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
9 part of which occurred within Michigan.

10          512. Defendants' conduct was conducted with the intent to deceive Michigan  
12 consumers regarding the nature of Defendants' actions within the stream of Michigan commerce.

13          513. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
14 of commerce within the State of Michigan.

15          514. Defendants' conduct misled consumers, withheld material facts, and took  
16 advantage of the inability of Michigan Class members to protect themselves.

17          515. Defendants' unlawful conduct substantially affected Michigan's trade and  
18 commerce.

19          516. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
20 and members of the Michigan Class have been injured in their business or property and are  
21 threatened with further injury.

22          517. By reason of the foregoing, members of the Michigan Class are entitled to seek all  
23 forms of relief available under Mich. Comp. Laws Ann. § 445.911.

24                   **11. Violation of the Minnesota Consumer Fraud Act (Minn. Stat. §**  
25                   **235F.68, *et seq.*) on behalf of the Minnesota Class**

26          518. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
27 allegation set forth in the preceding paragraphs of this Complaint.

28          519. By reason of the conduct alleged herein, Defendants have violated Minn. Stat. §  
RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 99

1 325F.68, *et seq.*

2 520. Defendants engaged in a deceptive trade practice with the intent to injure  
3 competitors and consumers through supra-competitive profits.

4 521. Defendants established, maintained, or used a monopoly, or attempted to establish  
5 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
6 substantial part of which occurred within Minnesota, for the purpose of controlling, fixing, or  
7 maintaining prices in the Certi-Label cedar shakes and shingles market.

8 522. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
9 of commerce within the State of Minnesota.

10 523. Defendants' conduct, specifically in the form of fraudulent concealment of their  
12 horizontal agreement, created a fraudulent or deceptive act or practice committed by a supplier in  
13 connection with a consumer transaction.

14 524. Defendants' unlawful conduct substantially affected Minnesota's trade and  
15 commerce.

16 525. Defendants' conduct was willful.

17 526. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
18 Minnesota Class have been injured in their business or property and are threatened with further  
19 injury.

20 527. By reason of the foregoing, members of the Minnesota Class are entitled to seek  
21 all forms of relief, including damages, reasonable attorney's fees and costs under Minn. Stat. §  
22 325F.68, *et seq.* and applicable case law.

23 **12. Violation of the Montana Unfair Trade Practices and**  
24 **Consumer Protection Act of 1970 (Mont. Code §§ 30-14-103, *et***  
***seq.*) on behalf of the Montana Class**

25 528. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
26 allegation set forth in the preceding paragraphs of this Complaint.

27 529. Defendants have engaged in unfair competition or unfair, unconscionable, or  
28



1 deceptive acts or practices in violation of the Montana Unfair Trade Practices and Consumer  
2 Protection Act of 1970, Mont. Code, §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et. seq.*

3 530. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar  
4 shakes and shingles price competition was restrained, suppressed, and eliminated throughout  
5 Montana; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and  
6 stabilized at artificially high levels throughout Montana; (3) members of the Montana Class were  
7 deprived of free and open competition; and (4) members of the Montana Class paid  
8 supracompetitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

9 531. During the Class Period, defendants' illegal conduct substantially affected  
10 Montana commerce and consumers.

12 532. As a direct and proximate result of defendants' unlawful conduct, members of the  
13 Montana Class have been injured and are threatened with further injury. Defendants have  
14 engaged in unfair competition or unfair or deceptive acts or practices in violation of Mont. Code,  
15 §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et seq.*, and, accordingly,

16 533. Members of the Montana Class seek all relief available under that statute.

17 **13. Violation of the Nebraska Consumer Protection Act (Neb. Rev.**  
18 **Stat. § 59-1602) on behalf of the Nebraska Class**

19 534. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
20 allegation set forth in the preceding paragraphs of this Complaint.

21 535. By reason of the conduct alleged herein, Defendants have violated Neb. Rev. Stat.  
22 § 59-1602, *et seq.*

23 536. Defendants have entered into a contract, combination, or conspiracy between two  
24 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
25 shakes and shingles market, a substantial part of which occurred within Nebraska.

26 537. Defendants established, maintained, or used a monopoly, or attempted to establish  
27 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
28 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial

1 part of which occurred within Nebraska.

2 538. Defendants' conduct was conducted with the intent to deceive Nebraska  
3 consumers regarding the nature of Defendants' actions within the stream of Nebraska commerce.

4 539. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
5 of commerce within the State of Nebraska.

6 540. Defendants' conduct misled consumers, withheld material facts, and had a direct  
7 or indirect impact upon the ability of the members of the Nebraska Class to protect themselves.

8 541. Defendants' unlawful conduct substantially affected Nebraska's trade and  
9 commerce.

10 542. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
12 Nebraska Class have been injured in their business or property and are threatened with further  
13 injury.

14 543. By reason of the foregoing, members of the Nebraska Class are entitled to seek all  
15 forms of relief available under Neb. Rev. Stat. § 59- 1614.

16 **14. Violation of the Nevada Deceptive Trade Practices Act (Nev.  
17 Rev. Stat § 598.0903, *et seq.*) on behalf of the Nevada Class**

18 544. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
19 allegation set forth in the preceding paragraphs of this Complaint.

20 545. By reason of the conduct alleged herein, Defendants have violated Nev. Rev. Stat.  
21 § 598.0903, *et seq.*

22 546. Defendants engaged in a deceptive trade practice with the intent to injure  
23 competitors and to substantially lessen competition.

24 547. Defendants established, maintained, or used a monopoly, or attempted to establish  
25 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
26 substantial part of which occurred within Nevada, for the purpose of excluding competition or  
27 controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

28 548. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 102

1 of commerce within the State of Nevada.

2 549. Defendants' conduct amounted to a fraudulent act or practice committed by a  
3 supplier in connection with a consumer transaction.

4 550. Defendants' unlawful conduct substantially affected Nevada's trade and  
5 commerce.

6 551. Defendants' conduct was willful.

7 552. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
8 the Nevada Class have been injured in their business or property and are threatened with further  
9 injury.

10 553. By reason of the foregoing, the Nevada Class is entitled to seek all forms of relief,  
12 including damages, reasonable attorney's fees and costs, and a civil penalty of up to \$5,000 per  
13 violation under Nev. Rev. Stat. § 598.0993.

14 **15. Violation of the New Hampshire Consumer Protection Act**  
15 **(N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*) on behalf of**  
16 **the New Hampshire Class**

17 554. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
18 allegation set forth in the preceding paragraphs of this Complaint.

19 555. By reason of the conduct alleged herein, Defendants have violated N.H. Rev. Stat.  
20 Ann. tit. XXXI, § 358-A, *et seq.*

21 556. Defendants have entered into a contract, combination, or conspiracy between two  
22 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
23 shakes and shingles market, a substantial part of which occurred within New Hampshire.

24 557. Defendants established, maintained, or used a monopoly, or attempted to establish  
25 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
26 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
27 part of which occurred within New Hampshire.

28 558. Defendants' conduct was conducted with the intent to deceive New Hampshire

1 consumers regarding the nature of Defendants' actions within the stream of New Hampshire  
2 commerce.

3 559. Defendants' conduct was unfair or deceptive within the conduct of commerce  
4 within the State of New Hampshire.

5 560. Defendants' conduct was willful and knowing.

6 561. Defendants' conduct misled consumers, withheld material facts, and had a direct  
7 or indirect impact upon New Hampshire Class members' ability to protect themselves.

8 **16. Violation of the New Mexico Unfair Practices Act (N.M. Stat.**  
9 **Ann. §§ 57-12-3, *et seq.*) on behalf of the New Mexico Class**

10 562. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
11 allegation set forth in the preceding paragraphs of this Complaint.

12 563. By reason of the conduct alleged herein, Defendants have violated N.M. Stat.  
13 Ann. §§ 57-12-3, *et seq.*

14 564. Defendants entered into a contract, combination, or conspiracy between two or  
15 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
16 shakes and shingles market, a substantial part of which occurred within New Mexico.

17 565. Defendants established, maintained, or used a monopoly, or attempted to establish  
18 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
19 within New Mexico, for the purpose of excluding competition or controlling, fixing, or  
20 maintaining prices in the Certi-Label cedar shakes and shingles market.

21 566. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
22 of commerce within the State of New Mexico.

23 567. Defendants' conduct misled consumers, withheld material facts, and resulted in  
24 material misrepresentations to members of the New Mexico Class.

25 568. Defendants' unlawful conduct substantially affected New Mexico's trade and  
26 commerce.

27 569. Defendants' conduct constituted "unconscionable trade practices" in that such  
28  
RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 104

conduct, inter alia, resulted in a gross disparity between the value received by the New Mexico class members and the price paid by them for Certi-Label cedar shakes and shingles as set forth in N.M. Stat. Ann. § 57-12-2E.

570. Defendants' conduct was willful.

571. As a direct and proximate cause of Defendants' unlawful conduct, t members of the New Mexico Class have been injured in their business or property and are threatened with further injury.

572. By reason of the foregoing, members of the New Mexico Class are entitled to seek all forms of relief, including actual damages or up to \$300 per violation, whichever is greater, plus reasonable attorney's fees under N.M. Stat. Ann. §§ 57-12-10.

**17. Violation of the North Carolina Unfair Trade and Business Practices Act (N.C. Gen. Stat. § 75-1.1, *et seq.*) on behalf of the North Carolina Class**

573. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

574. By reason of the conduct alleged herein, Defendants have violated N.C. Gen. Stat. § 75-1.1, *et seq.*

575. Defendants entered into a contract, combination, or conspiracy in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within North Carolina.

576. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of North Carolina.

577. Defendants' trade practices are and have been immoral, unethical, unscrupulous, and substantially injurious to consumers.

578. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to members of the North Carolina Class.

579. Defendants' unlawful conduct substantially affected North Carolina's trade and

1 commerce.

2 580. Defendants' conduct constitutes consumer-oriented deceptive acts or practices  
3 within the meaning of North Carolina law, which resulted in consumer injury and broad adverse  
4 impact on the public at large, and harmed the public interest of North Carolina consumers in an  
5 honest marketplace in which economic activity is conducted in a competitive manner.

6 581. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
7 North Carolina Class have been injured in their business or property and are threatened with  
8 further injury.

9 582. By reason of the foregoing, the members of the North Carolina Class are entitled  
10 to seek all forms of relief, including treble damages under N.C. Gen. Stat. § 75-16.

12 **18. Violation of the North Dakota Unfair Trade Practices Law**  
13 **(N.D. Cent. Code § 51-10-01, *et seq.*) on behalf of the North**  
**Dakota Class**

14 583. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
15 allegation set forth in the preceding paragraphs of this Complaint.

16 584. By reason of the conduct alleged herein, Defendants have violated N.D. Cent.  
17 Code § 51-10-01, *et seq.*

18 585. Defendants engaged in a deceptive trade practice with the intent to injure  
19 competitors and consumers through supra-competitive profits.

20 586. Defendants established, maintained, or used a monopoly, or attempted to establish  
21 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
22 substantial part of which occurred within North Dakota, for the purpose of controlling, fixing, or  
23 maintaining prices in the Certi-Label cedar shakes and shingles market.

24 587. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
25 of commerce within the State of North Dakota.

26 588. Defendants' conduct amounted to a fraudulent or deceptive act or practice  
27 committed by a supplier in connection with a consumer transaction.

1           589. Defendants' unlawful conduct substantially affected North Dakota's trade and  
2 commerce.

3           590. Defendants' conduct was willful.

4           591. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
5 North Dakota Class have been injured in their business or property and are threatened with  
6 further injury.

7           592. By reason of the foregoing, the members of the North Dakota Class are entitled to  
8 seek all forms of relief, including damages and injunctive relief under N.D. Cent. Code § 51-10-  
9 06.

10                   **19. Violation of the Oregon Unlawful Trade Practices Act (Or. Rev.**  
11                   **Stat. § 646.608, *et seq.*) on behalf of the Oregon Class**

12           593. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
13 allegation set forth in the preceding paragraphs of this Complaint.

14           594. By reason of the conduct alleged herein, Defendants have violated Or. Rev. Stat. §  
15 646.608, *et seq.*

16           595. Defendants have entered into a contract, combination, or conspiracy between two  
17 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
18 shakes and shingles market, a substantial part of which occurred within Oregon.

19           596. Defendants established, maintained, or used a monopoly, or attempted to establish  
20 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
21 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
22 part of which occurred within Oregon.

23           597. Defendants' conduct was conducted with the intent to deceive Oregon consumers  
24 regarding the nature of Defendants' actions within the stream of Oregon commerce.

25           598. Defendants' conduct was unfair or deceptive within the conduct of commerce  
26 within the State of Oregon.

27           599. Defendants' conduct misled consumers, withheld material facts, and had a direct  
28



1 or indirect impact upon Plaintiff' and members-of-the-Classes' ability to protect themselves.

2 600. Defendants' unlawful conduct substantially affected Oregon's trade and  
3 commerce.

4 601. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
5 Oregon Class have been injured in their business or property and are threatened with further  
6 injury.

7 602. By reason of the foregoing, the members of the Oregon Class are entitled to seek  
8 all forms of relief available under Or. Rev. Stat. § 646.638.

9 603. Pursuant to section 646.638 of the Oregon Unlawful Trade Practices Act, with the  
10 filing of this action, a copy of this Complaint is being served upon the Attorney General of  
12 Oregon.

13 **20. Violation of the Rhode Island Deceptive Trade Practices Act**  
14 **(R.I. Gen. Laws § 6-13.1-1, *et seq.*) on behalf of the Rhode**  
**Island Class**

15 604. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
16 allegation set forth in the preceding paragraphs of this Complaint.

17 605. By reason of the conduct alleged herein, Defendants have violated R.I. Gen Laws  
18 § 6-13.1-1, *et seq.*

19 606. Defendants engaged in an unfair or deceptive act or practice with the intent to  
20 injure competitors and consumers through supra-competitive profits.

21 607. Defendants established, maintained, or used a monopoly, or attempted to establish  
22 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
23 substantial part of which occurred within Rhode Island, for the purpose of controlling, fixing, or  
24 maintaining prices in the Certi-Label cedar shakes and shingles market.

25 608. Defendants' conduct was unfair or deceptive within the conduct of commerce  
26 within the State of Rhode Island.

27 609. Defendants' conduct amounted to an unfair or deceptive act or practice committed  
28

1 by a supplier in connection with a consumer transaction.

2 610. Defendants' unlawful conduct substantially affected Rhode Island's trade and  
3 commerce.

4 611. Defendants' conduct was willful.

5 612. Defendants deliberately failed to disclose material facts to members of the Rhode  
6 Island Class concerning Defendants' unlawful activities, including the horizontal conspiracy and  
7 artificially-inflated prices for Certi-Label cedar shakes and shingles.

8 613. Defendants' deception, including its affirmative misrepresentations and/or  
9 omissions concerning the price of Certi-Label cedar shakes and shingles, constitutes information  
10 necessary to Plaintiff and members of the Rhode Island Class relating to the cost of Certi-Label  
12 cedar shakes and shingles purchased.

13 614. Members of the Rhode Island class purchased goods, namely Certi-Label cedar  
14 shakes and shingles, primarily for personal, family, or household purposes.

15 615. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
16 the Rhode Island Class have been injured in their business or property and are threatened with  
17 further injury.

18 616. By reason of the foregoing, the members of the Rhode Island Class are entitled to  
19 seek all forms of relief, including actual damages or \$200 per violation, whichever is greater, and  
20 injunctive relief and punitive damages under R.I. Gen Laws § 6-13.1-5.2.

21 **21. Violation of South Carolina's Unfair Trade Practices Act (S.C.**  
22 **Code Ann. §§ 39-5-10) on behalf of the South Carolina Class**

23 617. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 618. By reason of the conduct alleged herein, Defendants have violated S.C. Code  
26 Ann. §§ 39-5-10.

27 619. Defendants have entered into a contract, combination, or conspiracy between two  
28 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar

shakes and shingles market, a substantial part of which occurred within Oregon.

620. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the purpose of excluding or limiting competition or controlling or maintaining prices, a substantial part of which occurred within South Carolina.

621. Defendants' conduct was conducted with the intent to deceive South Carolina consumers regarding the nature of Defendants' actions within the stream of South Carolina commerce.

622. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of South Carolina.

623. Defendants' conduct misled consumers, withheld material facts, and had a direct or indirect impact upon members-of-the-Classes' ability to protect themselves.

624. Defendants' unlawful conduct substantially affected South Carolina trade and commerce.

625. Defendants' unlawful conduct substantially harmed the public interest of the State of South Carolina, as numerous citizens purchase Certi-Label cedar shakes and shingles for their businesses.

**22. Violation of South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws § 37-24-6) on behalf of the South Dakota Class**

626. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

627. By reason of the conduct alleged herein, Defendants have violated S.D. Codified Laws § 37-24-6.

628. Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

629. Defendants established, maintained, or used a monopoly, or attempted to establish

1 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
 2 substantial part of which occurred within South Dakota, for the purpose of controlling, fixing, or  
 3 maintaining prices in the Certi-Label cedar shakes and shingles market.

4 630. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
 5 of commerce within the State of South Dakota.

6 631. Defendants' conduct amounted to a fraudulent or deceptive act or practice  
 7 committed by a supplier in connection with a consumer transaction.

8 632. Defendants' unlawful conduct substantially affected South Dakota's trade and  
 9 commerce.

10 633. Defendants' conduct was willful.

12 634. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
 13 the South Dakota Class have been injured in their business or property and are threatened with  
 14 further injury.

15 635. By reason of the foregoing, the members of the South Dakota Class are entitled to  
 16 seek all forms of relief, including actual damages and injunctive relief under S.D. Codified Laws  
 17 § 37-24-31.

18 **23. Violation of the Utah Consumer Sales Practices Act (Utah Code**  
 19 **Ann. §§ 13-11-1, *et seq.*) on behalf of the Utah Class**

20 636. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 21 allegation set forth in the preceding paragraphs of this Complaint.

22 637. By reason of the conduct alleged herein, Defendants have violated Utah Code  
 23 Ann. §§ 13-11-1, *et seq.*

24 638. Defendants entered into a contract, combination, or conspiracy between two or  
 25 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
 26 shakes and shingles market, a substantial part of which occurred within Utah.

27 639. Defendants are suppliers within the meaning of Utah Code Ann. §§ 13-11-3.

28 640. Defendants established, maintained, or used a monopoly, or attempted to establish

1 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
 2 within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining  
 3 prices in the Certi-Label cedar shakes and shingles market.

4 641. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
 5 of commerce within the State of Utah.

6 642. Defendants' conduct and/or practices were unconscionable and were undertaken  
 7 in connection with consumer transactions.

8 643. Defendants knew or had reason to know that their conduct was unconscionable.

9 644. Defendants' conduct misled consumers, withheld material facts, and resulted in  
 10 material misrepresentations to members of the Utah Class.

12 645. Defendants' unlawful conduct substantially affected Utah's trade and commerce.

13 646. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
 14 the Utah Class have been injured in their business or property and are threatened with further  
 15 injury.

16 647. By reason of the foregoing, the members of the Utah Class are entitled to seek all  
 17 forms of relief, including declaratory judgment, injunctive relief, and ancillary relief, pursuant to  
 18 Utah Code Ann. §§ 13-11-19(5) and 13-11-20.

19 **24. Violation of the Utah Unfair Practices Act (Utah Code Ann. §§**  
 20 **13-5-1, *et seq.*) on behalf of the Utah Class**

21 648. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 22 allegation set forth in the preceding paragraphs of this Complaint.

23 649. By reason of the conduct alleged herein, Defendants have violated Utah Code  
 24 Ann. §§ 13-5-1, *et seq.*

25 650. Defendants entered into a contract, combination, or conspiracy between two or  
 26 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
 27 shakes and shingles market, a substantial part of which occurred within Utah.

28 651. Defendants established, maintained, or used a monopoly, or attempted to establish

a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

652. Defendants' conduct caused or was intended to cause unfair methods of competition within the State of Utah.

653. Defendants' unlawful conduct substantially affected Utah's trade and commerce.

654. As a direct and proximate cause of Defendants' unlawful conduct, the members of the Utah Class have been injured in their business or property and are threatened with further injury.

655. By reason of the foregoing, the members of the Utah Class are entitled to seek all forms of relief, including actual damages or \$2000 per Utah Class member, whichever is greater, plus reasonable attorney's fees under Utah Code Ann. §§ 13-5-14, *et seq.*

**25. Violation of Vermont Stat. Ann. 9 § 2453, *et seq.* on behalf of the Vermont Class**

656. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

657. Defendants have entered into an unlawful agreement in restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.*

658. Defendants' combination or conspiracy had the following effects: (1) Certi-Label cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Vermont; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained and stabilized at artificially high levels throughout Vermont; (3) members of the Vermont Class were deprived of free and open competition; and (4) members of the Vermont Class paid supracompetitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

659. During the Class Period, Defendants' illegal conduct had a substantial effect on Vermont commerce.

660. As a direct and proximate result of Defendants' unlawful conduct, members of the RESELLER INDIRECT PURCHASER PLAINTIFFS' CONSOLIDATED AMENDED CLASS ACTION COMPLAINT (NO. 2:19-CV-451-MJP) - 113

1 Vermont Class have been injured in their business and property and are threatened with further  
2 injury.

3 661. By reason of the foregoing, Defendants have entered into an agreement in  
4 restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.* Accordingly, members of  
5 the Vermont Class seek all relief available under Vermont Stat. Ann. 9 § 2453, *et seq.*

6 **26. Violation of the Virginia Consumer Protection Act of 1997 Va.  
7 Code § 59.1-196, *et seq.* on behalf of the Virginia Class**

8 662. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
9 allegation set forth in the preceding paragraphs of this Complaint.

10 663. Defendants have entered into an unlawful agreement in restraint of trade in  
11 violation of Virginia Consumer Protection Act of 1977, Va. Code § 59.1-196, *et seq.*

12 664. Defendants have engaged in unfair competition or unfair, unconscionable, or  
13 deceptive acts or practices in violation of the Virginia Consumer Protection Act of 1977, Va.  
14 Code § 59.1-196, *et seq.*

15 665. Members of the Virginia Class purchased and/or reimbursed for Certi-Label cedar  
16 shakes and shingles to be used for personal, family, or household purposes.

17 666. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a  
18 market that includes Virginia, by affecting, fixing, controlling, and/or maintaining, at artificial  
19 and non-competitive levels, the prices at which Certi-Label cedar shakes and shingles were sold,  
20 distributed, or obtained in Virginia.

21 667. Defendants deliberately failed to disclose material facts to members of the  
22 Virginia Class concerning Defendants' unlawful activities and artificially inflated prices for  
23 Certi-Label cedar shakes and shingles. Defendants misrepresented to all purchasers during the  
24 Class Period that Defendants' Certi-Label cedar shakes and shingles prices were competitive and  
25 fair.

26 668. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar  
27 shakes and shingles price competition was restrained, suppressed, and eliminated throughout  
28



1 Virginia; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and  
 2 stabilized at artificially high levels throughout Virginia; (3) members of the Virginia Class were  
 3 deprived of free and open competition; and (4) members of the Virginia Class paid  
 4 supracompetitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

5 669. Defendants' illegal conduct substantially affected Virginia commerce and  
 6 consumers.

7 670. As a direct and proximate result of Defendants' violations of law, Plaintiff and  
 8 members of the Virginia Class suffered an ascertainable loss of money or property as a result of  
 9 Defendants' use or employment of unconscionable and deceptive commercial practices as set  
 10 forth above.

12 671. That loss was caused by Defendants' willful and deceptive conduct, as described  
 13 herein. Defendants' deception, including their affirmative misrepresentations and omissions  
 14 concerning the price of cedar shakes and shingles, likely misled all purchasers acting reasonably  
 15 under the circumstances to believe that they were purchasing cedar shakes and shingles at prices  
 16 set by a free and fair market.

17 672. Defendants' affirmative misrepresentations and omissions constitute information  
 18 important to members of the Virginia Class as they related to the cost of Certi-Label cedar shakes  
 19 and shingles they purchased.

20 673. Defendants have engaged in unfair competition or unfair or deceptive acts or  
 21 practices in violation of Va. Code § 59.1-196, *et seq.*, and, accordingly, members of the Virginia  
 22 Class seek all relief available under that statute.

#### 23 **D. Unjust Enrichment**

24 674. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

25 675. As a result of their unlawful conduct described above, Defendants have and will  
 26 continued to be unjustly enriched by the receipt of unlawfully inflated prices and unlawful profits  
 27 of Certi-Label cedar shakes and shingles.

676. Under common law principles of unjust enrichment, Defendants should not be permitted to retain the benefits conferred on them by overpayments by Plaintiffs and members of the Classes in the following states: Arizona, California, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, West Virginia, and Wisconsin.

## **XI. REQUEST FOR RELIEF**

677. WHEREFORE, Plaintiffs, on behalf of themselves and the Classes of all others so similarly situated, respectfully requests judgment against Defendants as follows:

- a. The Court determine that this action may be maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, appoint Plaintiffs as Class Representatives and their counsel of record as Class Counsel, and direct that notice of this action, as provided by Rule 23(c) of the Federal Rules of Civil Procedure, be given to the Classes, once certified;
- b. The unlawful conduct, conspiracy or combination alleged herein be adjudged and decreed in violation of Section 1 of the Sherman Act and listed state antitrust laws, unfair competition laws, state consumer protection laws, and common law;
- c. Plaintiffs and the Classes recover damages, to the maximum extent allowed under the listed state antitrust laws, unfair competition laws, state consumer protection laws, and common law;
- d. Defendants, their affiliates, successors, transferees, assignees and other officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from in any manner continuing, maintaining or renewing the conduct, conspiracy, or combination alleged herein, or from entering into any

other conspiracy or combination having a similar purpose or effect, and from adopting or following any practice, plan, program, or device having a similar purpose or effect;

- e. Plaintiffs and the members of the Classes be awarded pre- and post-judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint;
- f. Plaintiffs and the members of the Classes recover their costs of suit, including reasonable attorney's fees, as provided by law; and
- g. Plaintiffs and the members of the Classes have such other and further relief as the case may require and the Court may deem just and proper.

## **XII. JURY TRIAL DEMANDED**

Plaintiffs demands a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

Dated: June 28, 2019

/s/ Greg J. Hollon

Greg J. Hollon  
MCNAUL EBEL NAWROT  
& HELGREN PLLC  
One Union Square  
600 University Street, Suite 2700  
Seattle, Washington 98101  
Tel: (206) 467-1816  
ghollon@mcnaul.com

### ***Liaison Counsel for the Proposed Reseller Indirect Purchaser Plaintiff Classes***

Christopher J. Cormier (admitted PHV)  
BURNS CHAREST LLP  
5290 Denver Tech Center Pkwy., Suite 150  
Greenwood Village, Colorado 80111  
Tel: (720) 630-2092  
ccormier@burnscharest.com

Lydia Wright  
BURNS CHAREST LLP  
65 Canal Street, Suite 1170  
New Orleans, Louisiana 70130

1 Tel: (504) 799-2845  
lwright@burnscharest.com

2 Warren T. Burns (admitted PHV)  
3 Will Thompson (admitted PHV)  
4 Spencer Cox (admitted PHV)  
5 BURNS CHAREST LLP  
6 900 Jackson Street, Suite 500  
7 Dallas, Texas 75201  
8 Tel: (469) 904-4550  
9 wburns@burnscharest.com  
10 wthompson@burnscharest.com  
11 scox@burnscharest.com

12 Keith Dubanevich (admitted PHV)  
13 STOLL BERNE  
14 209 SW Oak Street, Suite 500  
15 Portland, Oregon 97204  
16 Tel: (503) 227-1600  
17 kdubanevich@stollberne.com

18 ***Interim Co-Lead Counsel for the Proposed***  
19 ***Reseller Indirect Purchaser Plaintiff Classes***

20 George Farah (admitted PHV)  
21 HANDLEY FARAH ANDERSON  
22 81 Prospect Street  
23 Brooklyn, NY 11201  
24 Tel: (212) 477-8090  
25 gfarah@hfajustice.com

26 ***Additional Counsel for Proposed Reseller***  
27 ***Indirect Purchaser Plaintiff Classes***